



PELHAM SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR:
SCHOOL BUS TRANSPORTATION

TO: All Prospective Proposers

FROM: Deb Mahoney, Business Administrator
Pelham School District, (PSD)

DATE: March 11, 2022

You are invited to submit a proposal for School Bus Transportation for regular education of Pelham students to and from schools and elsewhere, as designated by the School Board.

PRE-PROPOSAL MEETING: Friday, March 18, 2022, at 11:00 a.m. at Superintendent of Schools' Office, 59A Marsh Road, Pelham, NH 03076. **Attendance at the Pre-proposal Meeting is a requirement for submitting a proposal. Proposals will not be considered from vendors who do not attend this meeting.**

PROPOSAL PACKET SHALL INCLUDE: Cost Statement, Good Faith Statement, and Experience/Performance Statement. Forms enclosed.

DEADLINE FOR RECEIPT OF PROPOSALS: Wednesday, March 30, 2022, on or before 2:00 PM EST

LOCATION OF PROPOSAL RECEIPT: Pelham School District
59A Marsh Road
Pelham, NH 03076
mbarr@pelhamsd.org

PRIMARY CONTACT: Deb Mahoney, Business Administrator, Pelham School District
59A Marsh Road, Pelham, NH 03076 (603) 635-1145 x5004
dmahoney@pelhamsd.org

PELHAM SCHOOL DISTRICT

REQUEST FOR PROPOSALS FOR: SCHOOL BUS TRANSPORTATION

SECTION I

The Pelham School District invites proposals from responsible parties to provide transportation for Pelham School District students to and from schools and elsewhere, as designated by the School Board.

A. General Conditions

1. The length of the contract will be for three (3) school years to commence on July 1, 2022, and terminate on June 30, 2025. The School Board will also grant, to the Contractor, a contract extension, through a series of one-year options, for a maximum of five (5) years, subject to the negotiation of mutually agreeable terms and conditions.
2. A pre-bid meeting has been scheduled for Friday, March 18, 2022 at 11:00 A.M. at the Pelham SAU, Superintendent of Schools' Office, 59A Marsh Road Pelham NH 03076. After the meeting, all questions shall be directed in writing to the Superintendent or his/her designee no later than five (5) business days prior to the scheduled bid opening. Any questions and answers thereto will be provided via e-mail to all potential bidders that received bid specifications. ***Attendance at the Pre-proposal meeting is a requirement for submitting a proposal. Proposals will not be considered from vendors who do not attend this meeting.***
3. All proposals must be submitted on the official forms (attached hereto), sealed, labeled "Sealed School Bus Transportation Proposal" and delivered to the SAU/Office of the Superintendent of Schools, 59A Marsh Road, Pelham, NH 03076, by 2:00 pm, on **Wednesday, March 30, 2022.**
4. The proposers are invited to be present at the public proposal opening at the SAU/Office of the Superintendent of Schools, 59A Marsh Road, Pelham, NH 03076, at **2:00 pm, on Wednesday, March 30, 2022.**
5. Awarding of the contract by the School Boards will be within forty-five (45) days from the proposal opening.
6. No proposal shall be withdrawn for a period of ninety (90) days from the bid opening date.
7. All proposers shall submit, with their proposals, evidence from an insurance or surety company, licensed to do business in the State of New Hampshire, that it shall provide the proposer with a performance bond in the amount required herein if the proposer is successful.
8. The Pelham School Board reserves the right to reject any and all proposals and to award the contract as it deems to be in the best interest of the school district. The competency, responsibility, experience, reputation, and financial standing of the proposers will be considered in making the award. The Pelham School Board reserves the right to reject any or all proposals, wholly or in part, to waive any formality therein, to accept any proposal even though it may not be the lowest cost proposal, and to make award which in its sole and absolute judgment will best serve the Pelham School District's interests.

9. A **Performance Bond** in the total estimated amount of the annual contract shall be furnished before a contract is signed. The successful proposer shall procure and maintain in force a performance bond from an insurance or surety company licensed to do business in the State of New Hampshire for the benefit of School Districts conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent (100%) of the estimated first year's contract and one hundred percent (100%) for each succeeding year of the contract. The cost to maintain the performance bond is to be included in the proposal price.
10. The proposer for school transportation shall submit audited financial statements from the most recent fiscal year. The Boards may require financial compilations, within fifteen (15) working days, prepared by an outside firm approved by the Board at the expense of the proposer if they deem it to be in their best interest to evaluate the proposals.
11. The proposer shall certify if they have a professional or personal relationship with any member of the Pelham School Board, administration, or staff. If such a relationship exists, it must be disclosed.
12. The successful proposer will appoint a qualified supervisor for the District who will have general and overall supervision of the buses operating under the contract. Said person is not to be a regularly scheduled or substitute bus driver and he/she must be available to the School Board or their representative at all times during school hours and school bus transportation hours of each day during the year.
13. At present, the Pelham School District is scheduled to operate for one hundred eighty (180) days as approved by the Pelham School Board and all eligible children will be provided transportation to and from designated schools for no more than one hundred eighty (180) days. The School Board reserves the right to cancel or modify scheduled school days because of weather, epidemics, or other emergencies and to change the school calendar as necessary during the school year. In the event that the school year is extended beyond one hundred eighty (180) days, the contractor shall be prepared to supply transportation for such period designated by the Board(s) and will be paid therefore on a pro-rata basis. If students are transported any less than one hundred eighty (180) days for any reason, the amount payable to the contractor by the District(s) will be reduced on a pro-rata basis. In addition to the public school pupils to be transported, during the course of this contract, there may be a certain number of pupils attending private/charter schools who may need to be transported within the district boundaries.
14. Should any prospective proposer desire clarification or interpretation of any items in the advertisement, request for proposal, general conditions and specifications, he/she shall request such, in writing by email (dmahoney@pelhamsd.org), from the Business Administrator, Pelham School District, Pelham, NH. The question and the collaborative answer given by the Business Administrator shall be given or sent to all proposers who attended the Pre-proposal Meeting.
15. The School District shall pay the successful proposer for transportation services on a monthly basis, upon submission of an invoice from the contractor, on or about the 15th of each month. Payments will be made over a ten (10) month period starting in September and ending in June.
16. The District is requesting proposals for both Diesel and Alternative fuels. Proposals for Diesel shall be shown on "Cost Statement A" and Alternative fuel on "Cost Statement B".

17. The proposer and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with them with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
18. If any provision of the contract is subsequently found to be illegal or invalid by the operation of law, the remaining provisions shall not be affected, thereby and shall still remain in effect.
19. The proposal documents shall constitute a part of the contract between the School Board and the successful proposer and shall be incorporated by reference therein.

B. Insurance and Indemnification

1. Automobile and general liability insurance shall be carried by the successful proposer during the life of the Contract in the amount of Ten Million (\$10,000,000) dollars combined single limit for bodily injury and property damage liability for regular home-school-home transportation, and Five Million (\$5,000,000) dollars for all other transportation on account of any one accident involving any bus or driver provided by the Contractor to the District. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy. No self-insurance by posting of bonds will be allowed under this contract.
2. Such policy will name the Pelham School District as additional insured by endorsement and a certificate of such insurance must be received by the Business Administrator by August 10th of each year of the contract. The successful proposer further agrees that the District is entitled to written notice forty-five (45) days prior to cancellation of any such policy and will immediately notify the School District if the successful proposer receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend(s) to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.
3. The successful proposer shall agree to hold harmless, defend, indemnify and save the School District and any of the School District's officials, elected or otherwise, and its employees from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses and compensation, including, but not limited to any and all claims for personal injury and/or death and property damage which may in any way arise from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor, or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of this agreement.
4. The successful proposer shall maintain and pay for all Unemployment and Worker's Compensation insurance as may be required by both Federal and State of New Hampshire laws on all his/her employees engaged in the performance of the terms of this contract. All bus drivers and other personnel engaged in the transportation activities set forth in the Contract are the employees of the successful proposer. Evidence of such coverage shall be filed with the School District sixty (60) days prior to the inception of services under this agreement. The successful proposer will immediately

notify the School District if the successful proposer receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend(s) to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.

5. The Contractor expressly agrees to be in full compliance at all times with applicable state and federal regulations, including insurance requirements. Failure to maintain the required insurance will be considered a breach of contract entitling the School District to immediate termination of the agreement.
6. The successful proposer shall not assign or delegate the performance or requirement of their proposal without the expressed written consent of the School District. Such consent can only be given by the Superintendent of Schools or the Business Administrator.

C. Termination and Performance Provisions

1. The contract may be terminated by the Pelham School Board for unsatisfactory performance of this contract or if conditions arise that make transportation of pupils unnecessary. In instances of unsatisfactory performance, the School Board shall give written notice to the successful proposer citing the unsatisfactory performance and giving the successful proposer a minimum of fourteen (14) days to improve its performance to the satisfaction of the School Board. If the performance of the successful proposer does not improve to the satisfaction of the School Board, within the specified notice period, the School Board may terminate this contract by providing written notice to the successful proposer, notifying it of final termination fourteen (14) days from the postmarked date of said notice. If conditions arise that make transportation of School District pupils unnecessary, the School Board shall give the successful proposer fourteen (14) days' written notice of the final termination date of this contract.
2. The contract may be terminated by the Pelham School Board if the legislative body at an annual meeting for any of the years that are within the anticipated term of the contract, fails to approve an appropriation for the cost of the contract for the subsequent year. The School Board will provide notice of the non-appropriation and resulting termination of the contract within 60 days of the legislative action. The School Board shall seek the requisite appropriations in good faith. The availability of a lower cost or otherwise preferable transportation alternative during the term of the contract shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that the appropriations are not available.
3. After termination of this contract, the School Board may employ another contractor to complete the terms of this contract, and, in the case of termination for unsatisfactory performance, hold the successful proposer herein responsible for any extra or added expense, loans, or damages suffered by the School District.
4. The contract may be terminated by the Pelham School Board if the successful proposer subcontracts, assigns, transfers, or conveys or otherwise disposes of its obligations under the contract other than as provided in the contract.
5. In addition to any other rights the Pelham School Board may have, the Board shall have the right to declare the successful proposer in default if (a) the successful proposer becomes insolvent; (b) the

successful proposer makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition in bankruptcy is filed by or against the successful proposer.

6. The successful proposer will be required to indemnify the School District for any loss that it may sustain from any cause arising out of the performance or lack of performance of this contract by the successful proposer.
7. The District reserves the right to assess liquidated damages (not a penalty) against the contractor, for each and every violation of the parties' contract when the District, in good faith determines that such violation jeopardizes either the safe or the efficient transportation of students. Liquidated damages (not a penalty) may be charged in the amount of \$500.00 to the Contractor for each instance of non-performance of the duties and responsibilities outlined below:
 - a. Students not picked up from designated bus stop within ten (10) minutes of designated time.
 - b. Buses arrive at school earlier than 15 minutes prior to the starting bell.
 - c. Video/audio recordings and/or GPS records not provided within 48 hours of request when request has been made no later than ten school days following the taping of the requested video/audio tape.
 - d. Each day beyond August 10th that bus routes are not provided to the District.
 - e. Each day beyond the 10th school day that the bus ridership rosters are not provided to the District.
 - f. Each day that digital camera systems are not operable, signs notifying passengers that digital/visual are not present on a bus and/or active two-way radios or cellular telephones are not operating on all buses utilized in the performance of this Contract.
 - g. Each day or part of a day the Contractor fails to abide by the terms of its agreement with the District.

The Business Administrator shall make notification in writing of each assessment of liquidated damages. If in any given contract year there are only four (4) instances of liquidated damages, all liquidated damages incurred shall be waived. However, if there are more than four (4) instances of liquidated damages in any given year, liquidated damages for all instances shall become immediately due and payable. The District shall deduct the total amount due for all liquidated damages incurred from the monthly billing. For the remainder of that year, no liquidated damages shall be waived. Failure by the District to assess liquidated damages for any particular violation shall not constitute a waiver of the District's right to assess liquidated damages for any subsequent violation.

SECTION II

Routes and Schedules

The School Board considers route optimization to be of the utmost importance.

1. The successful proposer shall prepare a bus transportation schedule including routes, scheduling and student pickup lists satisfactory to the District. The District's bus coordinator shall consult with the contractor as necessary. The successful proposer shall use "Versatrans" or another such computerized routing system acceptable to the Business Administrator to develop the bus routes and stops. Proof of proper licensing of such software shall be provided to the Business Administrator/designee upon request. The computerized routing system shall be used to develop the most efficient bus routes beginning in the first year of the contract, utilizing the least mileage traveled, the shortest ride time for the students, and the least number of buses. In no case shall any proposed

route require a student to be on a bus for more than forty (40) minutes. The last transported students shall be delivered to their schools not later than ten (10) minutes before the opening of school. A listing of the present routes is available for examination by proposers through our website, link: <https://www.pelhamsd.org/Transportation.aspx> . Route optimization is to be completed and is to be presented to the Superintendent of Schools/Designee no later than August 10th of each year. The School Board reserves the right to make changes in the bus routes as the School Board determines to be in the best interest of the School District. Final determination of schedules and routes shall be vested in the School Board and/or Superintendent/Designee.

2. The successful proposer will maintain routes and time schedules as set forth above and will give prompt notice to the Superintendent or Business Administrator if any difficulty develops. Changes in the bus routes or time schedules will be made only when properly authorized by the Superintendent or Business Administrator. The first priority of the successful proposer shall be the routine daily transportation of students to and from school. Field trips or other special trips taken by the buses shall not interfere with the regular bus schedule.
3. Proposers must satisfy themselves by personal investigation of the area served, by study of the opening and closing schedules, and by study of enrollment statistics as to the length and number of runs necessary and the equipment and personnel needed to supply the transportation called for in the specifications.
4. (a) At present, the Pelham School District contracts for fifteen (15) passenger buses for regular student daily transportation, transporting up to approximately 1,679 students with two routes, elementary, and middle/high for 180 days. An additional two (2) passenger buses are currently used for vocational education transport to Pinkerton and Alvirne High School, transporting approximately 49 students. Four (4) additional full-sized passenger buses are used for athletics during the afternoon route times with at least (2) of these buses equipped with undercarriage storage. Prices are also being requested for utilizing Type II buses where team size allows the use of a smaller vehicle. Athletic buses may not be used as spare buses for the afternoon routes. Three (3) additional full-sized passenger buses are used as spare buses.

(b) It is anticipated that the requirements for buses for the first year of the contract will approximate the number of buses presently used, although no guarantees is or will be given. The School Board will notify the contractor not later than August 10 in each school year the number of buses of each type that the contractor is to provide in the immediately succeeding school year. Such number may be more or less than is required in the first year of the contract. Further, the School Board may increase or decrease the number of required buses after the commencement of each school year.

5. Estimated number of pupils riding the School Districts' buses:

Current Ridership Information:			
School	Student Count	Student Rostered	Estimated Actual Riders (Dec '21)
Pelham Elementary School **	718	616	425
Pelham Memorial School	961 These two schools are combined in a single run.	791	331
Pelham High School			
Vocational – Pinkerton High			Two Round Trips to Pinkerton: 20 Students---Leave PHS at 6:45 and return at 9:30 21 Students---Leave PHS at 10:15 and return at 12:55
Vocational – Alvirne High School			8 Alvirne Students-- Leave PHS at 7:00 and return at 9:30

** In FY22, Mid-Day Kindergarten Transport was provided (utilizing four buses). Full-Day Kindergarten will commence in FY2023 and so this service will no longer be needed.

- Field Trips: Field trips are scheduled during school hours, for the most part. There may be occasions when certain trips will run beyond the normal school day. Field trips scheduling shall be permitted by the carrier in advance starting August 1st of each school year. The carrier will be given the right of first refusal on all field trips scheduled by the District. If the carrier does not commit to cover the field trips within 30 days of notice of the scheduled trip, then the District will have the right to contract with another carrier.
- Athletic Events: Athletic events are scheduled for the most part after school hours. There may be occasions when certain trips will run into the normal school day. Athletic trip scheduling shall be permitted by the carrier in advance starting August 1st of each school year, on a first come, first served basis.
- Routes will be assigned a regular driver. These route assignments will take precedence over assignments to charters and special assignments.
- FOR INFORMATION ONLY (subject to change):

PES EARLY DISMISSAL: 12:15
PMS EARLY DISMISSAL: 11:15
PHS EARLY DISMISSAL: 11:32

The Current School Day Schedule:		
Building Name and Address	Bell Start Time	Bell End Time
Pelham Elementary School, 61 Marsh Road	8:45 a.m.	3:00 p.m.
Pelham Memorial School, 59 Marsh Road	7:35 a.m.	2:15 p.m.
Pelham High School, 81 Marsh Road	8:00 a.m.	2:26 p.m.

The Pelham School Board reserves the right to determine the days of school and the starting and closing times of any and all schools.

SECTION III

Buses

1. The successful proposer shall utilize up to twenty-two (22) buses, including spare buses with the following maximum student capacity:
 - (a) 2 – 35 passenger
 - (b) 18 – 77 passenger
 - (c) 2 CTE buses – 77 passenger

The number of buses listed is based on current equipment, routes and students.

2. All vehicles provided by the successful proposer shall comply in every respect with all local, New Hampshire State and Federal Laws, regulations and ordinances applicable and pertaining to the transportation of pupils in effect at the commencement of the contract period and promulgated during the life of the contract period.
3. All vehicles, including but not limited to bus chassis, motor, and bus body, shall be no older than nine (9) years past the manufacture date at the starting date of the contract and no older than nine (9) years past the manufacture date at each succeeding anniversary date. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2009 chassis year, at the beginning of the contract period would be considered 8 years old. Vehicle ages will be calculated each contract year and the Contractor will provide each District with a detailed fleet listing including the vehicle identification number of each bus by August 20th of each school year. The School Board may require successful proposer to replace any or all buses devoted to this contract.
4. The District requires that the average age of the buses provided to serve the District shall not exceed five and one-half years (5 1/2) years, and in no case will an individual vehicle providing services to the Districts exceed 9 years of age.
5. The successful proposer agrees to provide buses, which shall have a maximum capacity of seventy-seven (77) passengers to meet current State and Federal regulations or local needs. Please submit an equipment list with your proposal. Each year by April 15, the successful proposer shall notify the Business Administrator how many buses will be replaced in the upcoming year and the decision about the size of the replacement buses shall be made by the Business Administrator in collaboration with the successful proposer.
6. The successful proposer shall provide a minimum of three (3) additional spare buses with a minimum capacity of seventy-one (71) with three (3) spare drivers available, which meets the conditions of Section III, paragraphs 2, 3, and 4.
7. In addition to the regular buses and the spare buses to be provided, the successful proposer, when required and requested by the School Board, will, within thirty (30) days, furnish additional buses to meet unforeseen requirements on a temporary basis and within four (4) months furnish additional buses on a non-temporary basis as required and that meet the specifications above. Any increase in the number of buses needed shall result in an increase in cost to the School District at the rate established on the proposal forms under “amount per day to add buses” line item.
8. Snow tires or all-weather treads shall be required on all buses during the winter months (October through April).
9. Chains may be provided at the discretion of the successful proposer.

10. All vehicles used under this contract shall be stored at an area provided by the successful proposer at the successful proposer's own expense. The successful proposer shall assume full responsibility and liability therefore. Pelham School District buses shall be stored in Pelham or an immediately contiguous town. Additionally, the response time for a replacement bus must not be longer than 30 minutes.
11. All Pelham School District vehicles under this contract must be marked "Pelham School District", on both sides and be used solely for transporting public and certain private school students during the regular school year, unless an exception has been made by the School Board or Superintendent/Designee in writing prior to the occurrence of such exception.
12. All vehicles must be inspected daily before starting out. Daily inspection will include but not be limited to: brakes, lights, tires, radiator, oil, gas, heaters, and all safety appliances and accessories. Records of such inspections shall be maintained, and further, odometer readings shall be recorded in the morning and afternoon of each working day. These records shall be made available to the School Board on demand.
13. A regular schedule for servicing all vehicles shall be maintained and shall include but not be limited to: oil, grease, tires, battery, brakes, and all safety appliances and accessories. All contractual services, maintenance, management, operational labor, etc., shall be the responsibility of the successful proposer. The School District reserves the right to review maintenance records.
14. Buses shall not be operated at an excessive speed, but always in a prudent and reasonable manner, with due regard for the safety and welfare of the pupils transported and must at all times comply with Federal, State, and Local laws and regulations.
15. When traveling on school grounds, buses shall follow the traffic patterns established by the School Board and/or Superintendent. All buses shall observe a "no idling" rules.
16. All vehicles supplied by the successful proposer shall be equipped and maintained in accordance with applicable New Hampshire State Statutes and regulations of the Division of Motor Vehicles and the Department of Safety, now in force or hereafter adopted or promulgated and shall conform with all rules and regulations now in force or from time to time adopted and approved by the New Hampshire State Board of Education and/or the School Board. They shall be subject to the customary inspections (at the proposer's expense, if any) conducted by the State Motor Vehicle Department every year for school buses with copies of the inspection to be forwarded to the Superintendent of Schools by August 20th of each year.
17. Each bus shall be equipped with a two-way radio for communication purposes, which shall be capable of two-way communication with a base station, provided by the successful proposer. Pelham School District shall require a two-way radio system that operates in the VHF (150-156 MHz) frequency range to accommodate being integrated with the District's existing communication system. Any vehicle which is traveling outside of the District, and that will lose radio coverage, must be provided with a cellular phone for emergency use. The contractor agrees to inform and train the drivers on the appropriate use of any communication devices, and said device shall only be operated pursuant to State and Federal regulations. Spare buses must be equipped with radios that utilize the same frequency as the District.
18. At least one base station shall be manned at all times while the buses are operating upon regularly assigned routes. At least one manager or supervisor will be either at the station or on call while buses are operating for field trips, athletic events, and other transportation provided beyond the regularly assigned routes.

19. Each bus shall be equipped with a digital video camera with audio capabilities and signage regarding the presence of the devices as required by law. Each digital camera shall be locked and inaccessible to students and drivers. Each camera shall be checked before the first trip of the day to verify that date and time settings are correct. Cameras shall be operational at all times that the vehicle is running, including deadhead time, idling, and during the transportation of students, and must be capable of having any audio features disabled. The proposer and District shall agree on the camera system that is to be utilized. Pelham School District requires two cameras per bus, and shall comply with District Policy EEAA with regard to video and audio recording on school buses (Attachment A).
20. Spare buses must be equipped with comparable digital cameras if they are serving in normal daily service for three days or more.
21. Each bus shall be equipped with a global positioning system (GPS) which tracks in real time (within 30 seconds) and records bus movements including, but not limited to, speed, location, door and sign activation. GPS records and information shall be retained for a period of at least three years, and made available to District within 24 hours when requested. GPS tracking must be on at all times that bus engines are turned on and should not be able to be disabled by the bus driver.
22. The Contractor shall work with the District throughout the term of the contract to explore future technology and vehicles that might assist the District.
23. The total estimated per day mileage for regular routes is currently 1271 miles, estimated for the bid.

SECTION IV

A. Drivers – Bus Operators

The successful proposer shall have sufficient number of qualified drivers, substitute drivers and bus monitors to fulfill its obligation under this Contract and be required to provide bus operators who possess the following qualifications prior to the appointment:

1. All bus operators shall have a New Hampshire School Bus Certificate and a commercial driver's license. The School Board/District has the absolute right to require the proposer to change a driver from a particular route or replace the driver within twenty-four (24) hours of notification. If replaced, the driver shall not be reinstalled without the approval of the School District.
2. All bus operators shall be a minimum of twenty-one (21) years of age. A request for a waiver of this clause may be made, in writing, to the Superintendent of Schools of the School District.
3. Bus operators shall undergo a physical examination annually and otherwise in keeping with RSA 200:37. The cost of physical examinations and all drug test costs shall be at the proposer's expense. Random drug testing may be requested by the School District at any time at the proposer's cost.
4. The proposer shall ensure that school bus driver candidates receive training in compliance with New Hampshire Statutes and SAF-C 1300 requirements. During the course of their employment, drivers shall be provided with ongoing training as required for behavior management, bullying and harassment procedures, passenger assistance techniques, First Aid and CPR, administration of an epi-pen, emergency procedures and other training programs.

5. All bus operators shall be careful, courteous, of good health and reputable character, and must be capable of maintaining discipline and good public relations between the students and the public and between the School Board and the public. All drivers and monitors must understand and speak English with proficiency.
6. The successful proposer shall be required to furnish the Superintendent of Schools/ Designee, prior to the annual opening of school, and thereafter before the employment of other operators or substitute operators, the following information:
 - a. Name of Operator
 - b. Residence Address
 - c. Telephone Number
 - d. Certificate of Physical Examination
 - e. Record of Previous Driving Experience
 - f. Date and Number of Current School Bus Certificate
 - g. Bus or Route Assignment
 - h. Evidence that Satisfactory References have been Received and Verified
 - i. Evidence of Criminal Record Check including fingerprinting in accordance with RSA 189:13-a

Additionally, the proposer shall notify the District within 24 hours of any additions, deletions, or changes to the driver assignment list. All background checks and training shall be done at the proposer's expense.

7. The School District has established guidelines, rules, regulations and policies relating to student conduct and discipline while the pupils are being transported by the proposer. The successful proposer certifies that it is familiar with such guidelines, rules, regulations and policies and agrees to abide by them. The successful proposer will be responsible to carry out those guidelines, rules regulations and policies. No student may be refused transportation except by order of the Superintendent of Schools or his/her designee.
8. No operator shall allow children to leave the bus except at scheduled stops unless authorized by the Superintendent of Schools or his/her designee. Designated pick-up or drop-off locations must have the prior approval of the School District.
9. Operators are to remain on the bus at all times when children are aboard; unless relieved by authorization of the bus contractor in conformance with N.H. State regulations.
10. Operators shall visually inspect all seats at the end of the route to insure that all students have departed the bus.
11. Operators shall not use or possess any tobacco or alcohol products or illegal substances while in a bus. Operators shall not use electronic devices other than carrier-provided two-way communication radios for making calls, texting or any other use while in a bus.
12. Drivers shall make certain that all children are seated before moving the bus after each bus stop.
13. Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride a bus and do not have the authority to remove any child from a bus, with the exception of instances when the safety and well-being of others are threatened.
14. All buses and operators must be available on one (1) hour notice for early closing of one or more schools in emergencies and upon one (1) day notice for early closing or delayed opening of school for all staff workshops, in-service meetings, parent conferences, or other activities scheduled in advance.

15. In certain situations, a monitor will be required by the District. These monitors shall be employed and paid for by the proposer, and it is the proposer's responsibility to ensure that the monitors meet all regulatory requirements for the performance of the school bus monitor duties. A criminal history records check and background investigation in accordance with RSA 189:13-a must be completed prior to employment at the proposer's expense. The District shall pay the proposer for the monitor for the length of day of the vehicle (i.e. an AM & PM bus operating for four hours would pay the monitor for four hours).

B. Supervision and Management

1. The successful proposer shall be required to provide, at a minimum, one local supervisor/manager to administer execution of the terms of the Contract and daily operations in the delivery of bus transportation services to the Pelham School District. Said person is not to be a regularly scheduled or substitute bus driver and he/she must be personally available to the School Board or their representative between the hours of 6:30 AM and 4:30 PM on school days, and available by phone at other times, with whom arrangements may be made in the event of unique transportation needs, emergency situations or unforeseen circumstances including school cancellations.
2. The successful proposer shall provide such other support staff as necessary so that at least two (2) people man the base communication station while buses are operating upon regularly assigned routes, and at least one person manning the base communication station or immediately available on an "on-call" basis to respond to emergencies while buses are operating for field trips, athletics, late buses and other transportation provided other than regularly assigned routes.
3. The proposer shall maintain a "hot line" for the District's sole use, which shall be a separate telephone line that is not in a hunt rotation. The proposer shall provide home and cell phone numbers of the proposer's student transportation managers. The proposer shall maintain and respond to inquiries via email as submitted to bus@pelhamsd.org with a copy to the district transportation coordinator.
4. The District shall provide direct phone numbers for each school and their administrative representatives as well as appropriate email addresses for communication use.
5. With any accident or incident, the proposer shall notify the District as soon as possible but not later than 5:00 pm on the date of the incident. If personal injury is involved, the District shall require a call to an administrator of the District as well as a written report to the Superintendent within twenty-four (24) hours of the incident.

SECTION V

Proposal Submission and Timeline

Proposers will submit one (1) original proposal and one (1) copy. All proposals must be on the forms provided and signed by the individual, partnership or corporation making the same; when made by a corporation, proposals must be signed by the officers thereof authorized to bind it by contract and be accompanied by a copy, under seal, of his authority to sign. Additional pages may be attached, dated, and signed by an authorized representative of the contractor, if additional space is required to provide a complete response.

Timeline	
Date	Event
Friday, March 11, 2022	Post RFP @ www.pelhamsd.org
Friday, March 18, 2022 11:00 am	Pre-Proposal Meeting, required for bidders, SAU office
Wednesday, March 30, 2022, 2:00 pm	Deadline for Receipt of Proposals
Wednesday, March 30, 2022, 2:00 pm	Public Proposal opening, SAU office
Within 45 days from Proposal opening, by Friday, May 13, 2022	Awarding of contract by Pelham School Board

PRIMARY CONTACT:

Deb Mahoney, Business Administrator, Pelham School District
59A Marsh Road, Pelham, NH 03076 (603) 635-1145 x5004
dmahoney@pelhamsd.org

Attached Documents:

- DISTRICT POLICY EEAA, Video and Audio Recording Devices on School Buses
- GOOD FAITH STATEMENT
- STATEMENT OF BUSINESS EXPERIENCE
- COST STATEMENT A –DIESEL EQUIPMENT
- COST STATEMENT B –ALTERNATIVE FUEL EQUIPMENT

District Specific Information:

- CURRENT BUS ROUTES link: <http://www.pelhamsd.org/departments/transportation>

Pelham School District

GOOD FAITH STATEMENT

To Whom It May Concern:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other proposer for the same work; that he has informed himself fully in regard to the Specifications for furnishing School Bus Transportation, dated July 1, 2022, to June 30, 2025, for the Pelham School District, New Hampshire, and has made his own examinations and estimates and from them makes this proposal.

The undersigned understands that the Pelham School Board reserves the right to waive any formalities, to reject any and all proposals or any part thereof, and/or accept any proposal or part thereof, or to select a proposer whose proposal is not the lowest, which it considers to be for the best interest of the Pelham School District.

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

COMPANY: _____

ADDRESS: _____

NAME (printed): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PELHAM SCHOOL DISTRICT

STATEMENT OF BUSINESS EXPERIENCE AND ABILITY TO PERFORM

1. How long have you been in the School Transportation Business? _____ Years
7. How many school buses do you own at present? _____ Buses
8. Which software system do you currently use for route planning? _____
4. What School District contracts do you now hold? (Add separate sheet if necessary.)
 - a. _____ No. of Buses _____
 - b. _____ No. of Buses _____
 - c. _____ No. of Buses _____
5. State office personnel, telephone numbers, maintenance staff, maintenance facilities, optional motor vehicle equipment, and other applicable.

6. State plan for location and garaging of buses used to provide transportation services to the Pelham School District.

7. Other:
 - a. The Proposer shall provide copies of the company's employee training program, safety program, personnel policies, and work rules.
 - b. The Proposer shall provide three (3) current references.
 - c. The Proposer shall disclose any active or pending litigation against the Proposer in New England.
 - d. Evidence from an insurance or surety company licensed to do business in the State of New Hampshire, that the proposer is able to secure a performance bond.

- e. Evidence from an insurance company licensed to do business in the State of New Hampshire of the proposer's insurability.
- f. Proposer's financial statement from the most recently ended fiscal year.
- g. If the Proposer is a corporation, a copy, under seal, of the signer's authority to sign documents binding on the corporation.
- h. The Proposer shall provide the name of the computerized routing system the proposer will use for this contract.

PROPOSER _____

ADDRESS: _____

NAME (printed): _____

Signature

Title

Date

PELHAM SCHOOL DISTRICT
BID SPECIFICATIONS
COST STATEMENT A -Diesel

All vehicles, including, but not limited to, bus chassis, motor, and bus body, shall be no older than nine (9) years old in accordance with Section III (3), with an average age not to exceed 5 ½ years in accordance with Section III (4). The final contract will include the RFP document and all contents.

DIESEL EQUIPMENT	Year 1	Year 2	Year 3	Option 1	Option 2
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
REGULAR ROUTE BUSES (15)					
DAILY RATE PER BUS					
ANNUAL TOTAL FOR (180) DAYS					
CTE BUSES (2)					
DAILY RATE PER BUS					
ANNUAL TOTAL FOR (180) DAYS					
AID/MONITOR					
HOURLY RATE					
ATHLETIC AND FIELD TRIPS					
COST PER MILE					
COST PER HOUR/ CONTINUOUS WAIT TIME					
MINIMUM CHARGE/ IN DISTRICT (ONE HOUR OR LESS)					
MINIMUM CHARGE/OUT DISTRICT					
ADDING SEAT BELTS					
ADDITIONAL COST PER BUS PER DAY					

NEW BUSES WILL BE PROVIDED: YES NO

OTHER PROPOSAL INFORMATION: _____

BIDDER: _____

ADDRESS: _____

NAME: _____

Signature

Title

Date

PELHAM SCHOOL DISTRICT
BID SPECIFICATIONS
COST STATEMENT B –Alternative Fuel

All vehicles, including, but not limited to, bus chassis, motor, and bus body, shall be no older than nine (9) years old in accordance with Section III (3), with an average age not to exceed 5 ½ years in accordance with Section III (4). The final contract will include the RFP document and all contents.

ALTERNATIVE FUEL EQUIPMENT	Year 1	Year 2	Year 3	Option 1	Option 2
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
REGULAR ROUTE BUSES (15)					
DAILY RATE PER BUS					
ANNUAL TOTAL FOR (180) DAYS					
CTE BUSES (2)					
DAILY RATE PER BUS					
ANNUAL TOTAL FOR (180) DAYS					
AID/MONITOR					
HOURLY RATE					
ATHLETIC AND FIELD TRIPS					
COST PER MILE					
COST PER HOUR/ CONTINUOUS WAIT TIME					
MINIMUM CHARGE/ IN DISTRICT (ONE HOUR OR LESS)					
MINIMUM CHARGE/OUT DISTRICT					
ADDING SEAT BELTS					
ADDITIONAL COST PER BUS PER DAY					

NEW BUSES WILL BE PROVIDED: YES NO

OTHER PROPOSAL INFORMATION: _____

BIDDER: _____

ADDRESS: _____

NAME: _____

Signature

Title

Date

PELHAM SCHOOL DISTRICT POLICY
EEAA – VIDEO AND AUDIO SURVEILLANCE ON SCHOOL PROPERTY

Category: Recommended

See also ECAF, EEA, EEAE, JICC, JICK

The School Board authorizes the District's use of video recording devices on School District property to ensure the health, welfare, and safety of all students, staff and visitors, and to safeguard District buildings, grounds, and equipment.

School District property subject to video surveillance includes, but is not limited to, school parking lots, school hallways, classrooms, and other common areas. Video recording devices will not be placed in areas where individuals have a reasonable expectation of privacy, such as bathrooms and locker rooms. The Superintendent will approve appropriate locations for the video recording devices. The School Board authorizes the Superintendent to establish and maintain guidelines and procedures for the retention and viewing of the recordings.

NOTICE

The presence of video recording devices shall be announced by signage displayed prominently on School District property to inform individuals and indicate the District's use of video recording equipment on its property. The District shall provide notice of this policy annually to the students and parents in the student/parent handbooks.

CONFIDENTIALITY

All recordings are considered confidential and will be viewed only on an "as needed" basis by those individuals authorized by federal and state laws and this policy.

CUSTODY AND MAINTENANCE OF VIDEO RECORDINGS

All recordings are the property of the School District and shall be maintained in accordance with federal and state laws and this policy.

STORAGE AND RETENTION OF VIDEO RECORDINGS

After a recording has been made, the District will retain the recording in a secure location for a period of at least ten (10) school days. If no request by an authorized District official or outside agency is made for a recording within ten (10) school days of the recording, the District may erase and reuse the recording media. Recordings requested by an authorized District official (the superintendent, or building principal) will be provided to and be retained by the District only pursuant to federal and state laws and this policy. The District may use recordings in discipline of students and employees or for any lawful purpose, and the recordings shall be retained by the District until the final resolution of any discipline, including the time for appeal or a court ordered retention period. Recordings provided to the District not used for discipline, law enforcement or a court action, will be erased and the recording media reused at the direction of the Superintendent.

VIEWING OF VIDEO RECORDINGS

Any request for viewing of the recordings must be approved by the Superintendent. The Superintendent will determine if an individual requesting to view the recording is considered authorized pursuant to federal and state laws, and this policy. A recording shall only be reviewed if there has been a report of an incident or a complaint. The Superintendent will be responsible for maintaining a log of the date and names of all individuals who view a recording. Recordings shall

PELHAM SCHOOL DISTRICT POLICY
EEAA – VIDEO AND AUDIO SURVEILLANCE ON SCHOOL PROPERTY

Category: Recommended

be viewed by the Superintendent, principal, students and parents of students directly involved in a particular incident, employees directly involved in a particular incident, law enforcement officers, or others only as expressly authorized by the Superintendent.

Video recordings of student conduct used as part of disciplinary investigations or other proceedings shall be considered an educational record for purposes of the Family Educational Rights and Privacy Act (“FERPA”). Release of video recordings will only occur pursuant to disclosure requirements of FERPA. For cases involving law enforcement or court requests to review the recordings, the Superintendent will review the case and will decide on the appropriateness of the request based upon federal and state laws. The Superintendent will release only a copy of the recording in accordance with state and federal laws, and the Superintendent will maintain the original recording pending the outcome of the law enforcement or court action.

The School District’s failure to make or preserve a recording of any incident occurring on District property shall not have any bearing on the District’s right to discipline any student or employee, or assert a disciplinary or legal proceeding.

To ensure the safety and secure environment of District students, the Pelham School Board authorizes the use of video and audio recording devices by the District on any or all buses or other vehicles (hereinafter “bus”) used to provide transportation for District students. This authority shall extend additionally to all vehicles owned by the District or contracted by the District for the transportation of its students. The School Board authorizes the Superintendent to establish and maintain guidelines and procedures for the retention and viewing of the recordings.

District Policy History:

Adopted: November 19, 2014

Revised: August 18, 2021

Legal References:

NH RSA 189: 15; 193-F: 3; and 570-A: 2 (k)

20 U.S.C. §1232g – FERPA