

School Bus Transportation Request for Bid #2019-1

Submit proposals by:

May 7, 2024

2:00 p.m.

Legacy Prep Schools

1400 Daniel Payne Drive

Birmingham, AL 35214

ATTN: Mr. Franklin Ball, Operations Coordinator

Website: www.legacyprepal.org

Telephone: 205.537.0777

Email: fball@legacyprepal.org

KEY DATES

Submit all questions regarding this Bid by 2:00 p.m. on May 1, 2024.
Proposals due by 2:00 p.m. on May 7, 2024.

Recommendation for Award to School Board estimated to occur at next Board meeting
on May 14, 2024.

Notice Inviting Bids for School Bus Transportation

Legacy Schools (1500 Daniel Payne Drive, Birmingham, AL 35214) is hereby soliciting bids for services in accordance with the applicable specifications:

Request for Bid
School Bus Transportation
Legacy Schools

Firms are invited to submit proposals for School Bus Transportation at Legacy Schools. Proposals shall be made in the format described in the Bid, The Bid document and Amendments, if any, can be obtained free of charge by following the instructions at:

Legacy Schools
1500 Daniel Payne Drive
Birmingham, AL 35214
ATTN: Franklin Ball, Operations Coordinator
Website: www.legacyprepal.org
Telephone: 205.573.0777
Email: fball@legacyprepal.org

Sealed proposals will be received at the Central Office of Legacy Schools at the address referenced above until April 18th at 2:00 p.m. Any proposals received after the time specified in this notice shall be returned unopened.

No proposals received and read by the Legacy may be withdrawn for a period of ninety (90) days after date of opening thereof.

Legacy Schools reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities that may be legally waived.

Advertise: April 17, 2024, April 24, 2024 and May 1, 2024

Contacts/Project Identification

Owner: Legacy Schools
Franklin Ball, Operations Coordinator
1500 Daniel Payne Drive
Birmingham, AL 35214

Contractor: To be identified in the Agreement as the party selected to perform the Work of the Contract.

NOTE

Inquiries during the Bid process shall be directed to Legacy's purchasing representative. All questions must be emailed to Franklin Ball at the District Office @ fball@legacyprepal.org

The deadline to submit questions is 2:00 p.m. on May 1, 2024.

Written response(s) may be issued as Amendments to the Documents. Do not direct questions to any other person associated with this project. Such action will only slow Legacy's ability to respond to your inquiry.

1 . Introduction

1.1, About the District

Legacy Schools are in in the city of Birmingham, AL. The District consists of two (2) schools: Legacy Prep Elementary School grades K-3, Legacy Prep Middle School grades 4th - 8th.

1.2. School Bus Transportation

Legacy Schools is seeking bids from qualified School Bus Transportation vendors ("Contractors") who will provide bus transportation for Legacy Schools. A successful bid will include three key elements:

- A proven track record of providing quality bus transportation services to private/public schools or to a similar environment
- The ability to provide services at reasonable prices
- A commitment to sustainable safety and operational practices

1.3. Enrollment and Staffing

Enrollment for Legacy Schools is projected to be 550 students for grades K-7.

1.4. Important Dates and Time Frames

Issuance of request for Bid	April 24, 2024
Deadline for question submission	May 1, 2024 at 2:00 p.m.
Deadline for proposal submission	May 7, 2024 at 10:00 a.m.
Bid opening	May 7, 2024 at 2:00 p.m.
Expected Date to Award Contract	At Board meeting on May 14, 2024

The District reserves the right to alter the timeline with notification to Contractors according to its needs

2. Program Specifications/Contract Terms

Legacy Schools will receive sealed bids for services hereinafter described and specified. Bids for furnishing of such services in accordance with the specifications here set out shall be in the form and on the basis set forth on the attached bid form will become a part of any resulting contract. It is understood that the Board may adjust routes and schedules consistent with the number and location of students to be transported. Board is authorized to reduce or increase the number of buses required to transport students. Board is authorized to reduce or increase the number of buses required to transport students provided such reduction or increase is justified based on the number of students eligible to use and utilize such transportation.

The contractor shall provide and compensate its drivers and other personnel and shall pay all expense of whatsoever kind and character pertaining to operating such buses and performing its duties under this contract. The contractor's drivers and other personnel will in no way be considered employees of Legacy Schools nor entitled to any benefits offered by Legacy Schools.

2.1. Bid Submissions

No oral, electronic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed of all conditions and limitations.

2.2. Bid Duration

All bids shall remain in force for a minimum of ninety (90) days after the date of bid opening and may be accepted or rejected by Legacy Schools at any time.

2.3. Bid Award

Legacy Schools reserves the right to reject any or all bids, or any items within a bid, and to waive informalities in awarding this bid to the lowest responsible bidder.

2.4. Other Uses of Buses

The contractor agrees to furnish upon request and in accordance with rates provided for in the transportation bid form which is made a part of the contract, such buses as the schools may need to transport school children on the field trips during the school day or for transporting students to athletic events and to the other school sponsored activities either in or outside of Legacy Schools District.

2.5. Specifications

All bids received shall guarantee the service bid to meet or exceed specifications listed. If quoting other than specified, pictures, descriptions and specification must accompany the bid response. Bidders shall specify all makes and models quoted.

2.6. Pricing

All prices submitted on this proposal are to be delivered prices and shall not include state or local sales tax.

27. Assignment

The successful vendor may not assign or transfer any part of this contract without the written consent of Legacy Schools.

2.8. Term

The time during which service will be provided under this contract will be July 1, 2024 through June 30, 2027 with Legacy Schools having an option to review for two additional one-year terms.

2.9. Collusion

Any agreement or collusion among bidders, or prospective bidders, in restraint of freedom of competition that results in bids at a fixed price or causes one to refrain from bidding, shall render the bids of such bidders void and shall cause disqualification of such bidders from participation in future Legacy Schools bid solicitations. The Alabama Competitive Bid Law states that those "knowingly and intentionally" participating in collusion are guilty of a Class C felony.

2.10 Bid Award

Award shall be made to the lowest responsible bidder taking into consideration the cost, the quality of the service proposed and its conformity with specifications.

2.10.1. Bid Cancellation

Legacy Schools reserves the right to cancel any contract executed as a result of this invitation to bid after 60 days written notice.

2.10.2. Bid Rejection

Legacy Schools reserves the right to reject any and all proposals or to waive all informalities and/or technicalities where its best interests may be served including the right to award a contract without discussion.

2.10.3. Agreement to Enter Contract

The successful bidder agrees to enter into a contract with the Board under the terms and provisions of these bid specifications. It is further agreed by the contractor that any addition, exceptions or deletions desired by the contractor must be included with the contractor's bid.

2.10.4. Disclaimer - Basis for Route Development

To aid bidders in preparing their bids, the Board has made information available in Exhibits B, C, and D of this Bid document and will also make available additional information showing location of students and schools to which they are assigned as Board possesses at that time. It should be understood, however, that such information made available to bidders may be inexact and subject to change. The Board neither warrants nor guarantees the accuracy of any information accompanying this bid package.

Bidders assume the responsibility for eliciting and confirming to their satisfaction any information considered pertinent.

2.10.5. Contract

This contract shall be based on the current bid law of three (3) school years or changed to five (5) years if the maximum time is extended by legislative action regarding the bid law. The contract will begin on the first day of FY2024 school year and shall expire on the last day of the 2026-2027 school year or, if permissible, on the last day of the 2026-2027 school year. (School year may vary in length of total days and buses may be contracted during summer months for transporting students who attend summer programs.)

2.10.6. Compensation

Compensation is to be based on a daily rate per bus, except where otherwise indicated on bid form. For compensation purposes, the number of buses shall be those buses carrying students on regular daily routes and excludes standby bus or buses not in use.

3. Scope of Services

3.1. School Buses

The contractor shall provide and maintain an adequate number of school buses, including spares, to transport safely and efficiently all students designated by Legacy Schools during the contract period.

Such transportation shall be provided in accordance with bus routes, schedules and events approved by Legacy Schools. There are 1 school days each school year. Legacy Schools reserves the right to revise its time schedules, routes and number of buses to best suits its needs before or during the school year.

3.2. Student Transporting

The service is to include transporting students over established daily routes, field trip activities and athletic events. Appropriate provisions will be made to transport special education pupils. Special education pupils under this contract shall mean duly enrolled and so-classified pupils of Legacy Schools who are unable to ride a regular bus or who are able to ride a regular bus but require special handling or equipment to ride legally and safely. Legacy Schools reserves the right to identify pupils requiring this service.

3.3. Student Seating

Each student transported shall have a seat on the transportation vehicle. The contractor shall be responsible for the care and supervision of students during their period of transportation.

3.4. Contractor Safety and Payment

The contractor will be expected to accomplish the requirements of the contract in a safe, timely and otherwise satisfactory manner. Legacy Schools shall pay the contractor on a monthly basis upon receipt and approval of invoices and itemized statements for each period of service rendered.

3.5. Regulations

Legacy Schools may establish regulations to be observed by the contractor in connection with all details incidental to the operation of the routes, including, but not limited to, starting time, bus stops, and student discipline during transportation.

4. General Information — Legacy Schools

Approximately **550** students will be enrolled in Legacy Schools, **grades K-7**. The contractor provides drivers, aides, buses, maintenance, and supervision. The successful contractor will be required to maintain a local adequate bus facility throughout the term of this contract

5. Contractor is Not an Agent

5.1. Independent Contractor

The successful bidder and their employees will be considered an independent contractor and shall not be deemed an agent, servant, employee or representative of Legacy Schools.

5.2. Cost of Repairs

Legacy Schools will not reimburse the contractor for the cost of repairs for any damages to the school buses caused by students, acts of vandalism or any other occurrences.

5.3. Taxes on Equipment

All taxes on equipment, supplies or services or otherwise shall be paid by the contractor. Legacy Schools assumes no tax liability under the contract.

5.4. Equal Opportunity Employer Contractor

The Contractor will be an equal opportunity employer employing the necessary personnel to supervise the total school transportation program.

6. Hold Harmless Agreement

The contractor will protect, defend, and save harmless the Legacy Schools Board of Education, its members, its superintendent, and its employees from any and all suits or actions of every nature and description growing out of or as a result of the transportation contract, agreements made in the transportation contract or the performance of the transportation contract. This agreement to protect, defend and save harmless includes but is not limited to claims by employees of interference with constitutional and statutory rights; claims by employees based upon any theory of interference with any aspect of any employment relationship; claims made before the National Labor Relations Board and the courts; any ruling by the National Labor Relations Board and the counts on any charges; any expense, loss or damages resulting from any concerted activity including, but not limited to picketing and hand-billing; claims alleging personal injury; and any other common law or statutory claims.

The contractor, at its own expense, shall defend any legal proceeding which may be brought against the Board, its members, its superintendent or its employees on any claim or demand for which contractor has indemnified the Board. The contractor will satisfy any judgment that may be rendered against the Board, its members, its superintendent, and its employees arising from such claim or demand. In the event that any such proceeding is brought against the Board, its members, its superintendent or its employees on any such claim or demand, the contractor shall have the right to select and employ counsel to defend such person and entities and shall have the right to settle any and all claims. The Board, its members, its superintendent and employees shall cooperate in all reasonable manners in the defense of such claims.

7 - Compliance with Laws and Regulations

Contractor shall ensure that all equipment and operating personnel comply with Federal, State, and Local transportation laws and regulations. This shall include regulations of Legacy Schools, United States Department of Transportation, Alabama Department of Transportation, Alabama Department of Education, and the Alabama Department of Public Safety. This applies to all current and future laws and regulations. Without limiting the generality of the forgoing, each vehicle used for the transportation of children pursuant to such contract must conform to and comply with all rules and regulation promulgated by the Alabama Department of Education.

Each driver of each bus shall be properly licensed and trained to operate buses in accordance with all regulations, laws and statutes in such cases made and provided, and the regulations promulgated by the Alabama Department of Public Safety. Each vehicle must be painted school bus chrome yellow and must have been inspected and shall have affixed to the lower left front windshield a valid State of Alabama school bus inspection sticker or decal. The Board must be properly furnished with any and all inspection reports on any such vehicles performed pursuant to any law or regulation. In any event, any such inspection form must be submitted no later than three (3) days after such inspection. Board records concerning compliance with all school bus inspection reports and inspections and the licensing of its drivers. The contractor must have such licenses, authorizations, or permits as may be required by law. Each driver must undergo background checks/random drug test as required by the code of Alabama (see Exhibit E - Background Checks),

8. Insurance Requirements

8.1. Minimum Required Coverage

Worker's Compensation \$500,000

Commercial General Liability \$ 1,000,000 each accident

Automobile Liability \$5,000,000 each accident

8.2. Other Insurance Requirements

Legacy Schools Board of Education, its members, and its employees shall be named "Additional Insured" with provision for notification of cancellation for any reason.

School and youth activities - if units are operated for other than normal school bus routes in conjunction with a school activity, coverage is to be provided with no limitations as to mileage.

Insurance shall be kept in force for the entire period of the contract.

The Contractor shall supply Legacy Schools with a certificate of insurance for all specified coverage. Worker's compensation insurance (as required) must be provided by Contractor.

9. Assignment/Subcontractors

The successful Contractor shall not, under any circumstances, assign the whole or any part of this contract or any monies due or to become due hereunder without prior written consent of Legacy Schools.

Any bidder desiring to subcontract any part of this agreement must inform and receive approval from Legacy Schools prior to the bid submittal date. Legacy Schools must be given the following information about any potential subcontractor: company name, address, including city and state, telephone number, at least two names of upper management employees, a brief company history, and financial statements for the last three years including, but not limited to, balance sheets and income statements. Determination of a bidder being responsible, including subcontractors, is the sole province of Legacy Schools.

10. Facilities

10.1 . Facility Requirements

- The Contractor will be required to maintain an office and bus facility within the boundaries of Jefferson County throughout the term of this contract.
- Facilities should be located near enough to provide service to any area in the Birmingham city limits within 60 minutes,
- The Contractor shall employ adequate staff to operate communications equipment, including answering telephone queries, and provide dispatch services during regular operating hours. Dispatch service must be provided during the hours that students are transported on regular routes and mid-day routes.

11. Bus Requirements

- 1 . School buses provided for transporting children must meet all laws as stated in the Compliance with Laws section of this proposal.
2. Two-way radio equipment: The contractor will equip every bus with a two-way radio. The frequency and all equipment will be contractor-provided. The contractor will provide to Legacy Schools' personnel one (1) mobile radio transmitting over the contractor's frequency.
3. Cameras, boxes and recording media: Each bus used in service for this contract shall be equipped with a functional camera box. The contractor must install cameras with digital recording equipment on 100% of its regular route buses. Regular route buses must have cameras and digital recording equipment functional at all times that buses are student occupied. Video disks of bus activity requested by
- 4.
5. Legacy Schools' personnel must be submitted to Legacy Schools' personnel within two (2) business days. Digital recording equipment must be capable of retaining 4 school days of data.
6. No buses more than nine (9) years old may be assigned for transportation of any school children. All buses must be rear-heater equipped.

7. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. The interior, exterior and windows of all buses shall be kept clean.
8. Each bus transporting Legacy Schools' students must be signed on both sides with "Legacy Schools". Buses utilized must be numbered consecutively beginning with "1". Numbers should be clearly identifiable and on the front, rear and sides of each bus,
9. Buses will use diesel fuel.

12. Contractor Responsibilities

1. The transportation of school children is a unique and specialized function of education. It is the essence of this contract that the school children affected by the contract are transported regularly, promptly, safely and without interruption. The interest of the children in such transportation shall take precedence over the interest of all others. No agreement or arrangement between the contractor and its employees or employee representatives may in any respect modify, limit or interfere with any right or obligation of the board or Contractor to effectively and efficiently fulfill its obligations under this contract.
2. Legacy Schools' students will not ride on any bus to or from school for any period longer than 60 minutes.
3. Students transported to school shall not be delivered to their destination more than 30 minutes before school begins.
4. The contractor is responsible for the maintenance of proper behavior on the part of all children riding a bus. A standard code of conduct will be prepared and issued to all concerned drivers, children, parents and school personnel.
5. Improper behavior shall not be tolerated and must be reported in the manner prescribed by Legacy Schools.
6. The contractor does not have authority to refuse service to any eligible child. Matters that may require a withdrawal of riding privileges will be reported as soon as possible by the bus contractor in the manner prescribed by Legacy Schools.
7. The contractor shall make every reasonable effort to transport only eligible Legacy Schools' students.
8. The contractor shall promptly report all accidents in the manner prescribed by Legacy Schools.
9. The contractor shall ensure the safety of riders; boarding and offloading must occur at appropriate sites and riders must not be left on unattended buses.
10. The contractor shall furnish to the Superintendent/Designee of Legacy Schools, a complete list of drivers and substitutes, containing their background check, driver's license, school bus driving certificate, and random drug testing information.
11. The contractor shall ensure that routes approved by Legacy Schools are followed. The contractor will assign drivers in such a way that students will have the same drive both to and from the school facility.
12. The contractor shall ensure operation of vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge of and conformance with existing local and state laws governing the operation of motor vehicles upon all highways, public streets, and roads.
13. The contractor shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the Legacy Schools' Superintendent/Designee in writing of the so appointed individual(s).
14. All personnel shall meet all state and federal requirements and shall be in good physical and mental condition and of good moral character. All personnel shall be neat, clean, courteous and capable. Drivers are responsible for maintaining discipline as is necessary under the circumstances and shall report all cases of student misconduct on buses to their supervisor who will in turn report to the school administrator.

15. Each driver shall be duly licensed to operate a school bus pursuant to this contract by the State of Alabama and any other authority which may have jurisdiction over the licensing and approval of bus drivers.
16. All safety regulations and precautions relating to the operation of school buses and responsibility for the safety and welfare of the pupils transported shall be strictly adhered to by school bus drivers.
17. The contractor will not assign any driver with a poor or questionable driving record, e.g., careless or reckless driving of a school bus, or for any serious traffic violations with a school bus or for misconduct or failure to perform the duties of a bus drive.
18. Drivers must pass a motor vehicle records check, MVR, and be tested for drugs and alcohol, and pass the examination. All drivers will display their licenses to operate a school bus to any designated Board employee at any time requested.

Before being allowed to drive a school bus, drivers shall be subject to background checks as required by the Code of Alabama and the Alabama Department of Education. Such background information will be provided to school System administration. Background checks shall be processed, at the vendor's expense, in accordance with the Alabama child Protection Act. No driver or monitor shall be allowed on school buses without having completed the fingerprinting and background process check. The selected vendor must execute and have results of a background check on all prospective drivers prior to any driver transporting Legacy Schools' students. The selected vendor will not utilize drivers in the performance of the contract with a criminal record as evidenced by the contractor's background check and the State of Alabama background check. (See Exhibit E Background Checks)

19. The contractor shall administer an effective driver safety program. A driver trainer shall ride with every driver at least once a year for the purpose of observing their driving practices with respect to safety, mechanical operation and performance with applicable laws, rules and regulations, including adherence to published time schedules.

13.1. Recommendations For and Award of Contract

Based on results of proposal evaluation and interviews the Selection Committee will recommend a proposer to the Board of Education for a contract. The Request for Bid does not commit the District to award a contract, to pay any costs incurred in preparation of the Bid or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Bid, if it is in the best interests of the District to do so.

13.2. Award of Contract

The District will notify the respondent with the highest scoring to enter into an agreement to perform the work. If for some reason, the Contractor selected cannot perform per the Bid submission, the District shall then select the next qualified firm.

The award will be made in accordance with Code of Alabama 1975 Section 16-13 BI-BI 1

13.3 Conflict of Interest

These Bid procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit District employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this Bid that would create a conflict of interest.