

Fulton Leadership Academy, Inc

INVITATION TO BID FOR SCHOOL BUS TRANSPORTATION

ISSUE DATE: May 20, 2016

NOTICE TO ALL VENDORS

Notice is hereby given that Fulton Leadership Academy (FLA) will receive sealed bids for the implementation of a school bus transportation contract (Contract).

The purpose of this request for bids (RFP) is to establish a contractual relationship with an experienced and qualified pupil transportation management company to provide transportation services to Fulton Leadership Academy in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability.

GENERAL

1. Bids are to be sealed and plainly marked "Bid for School Bus Transportation Fulton Leadership Academy".
2. The original bid documents and three (3) complete copies must be submitted by hand-delivery or mail to the Main office (1706 Washington Rd. East Point, GA 30344) no later than 2 p.m. on Friday, June 10, 2016. Bids received after the date and time specified will not be accepted or considered. FLA is not liable for any delivery or postal delays.
3. Bids will be publicly opened and read aloud at the Main office at 3:00 p.m. on Friday, June 10, 2016. FLA reserves the right to accept or reject any and all bids or any item(s) thereof. If awarded, the Contract will be awarded to the vendor that, in the sole opinion of the Fulton Leadership Academy Board of Directors (Board), will best serve the needs of FLA regarding school transportation.
4. If necessary, the applicants will be interviewed at the school on Thursday, June 16, 2016 at 10:00 a.m.
5. From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Contractor shall not communicate about the subject of the bid or a Contractors' bid with FLA, its Board, or any individual member, administrator, faculty, staff, students, or employees, except for requests for clarification in accordance with Paragraph 17.
6. If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that attended the mandatory Contractor's conference. All addenda shall become a part of the RFP. Each Contractor must in its Bid, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
7. FLA reserves the right, in its sole discretion (for this provision and all other provisions contained in this request for bids), to accept or reject, in whole or in part, any or all bids with or without cause. FLA further reserves the right to waive any irregularity or informality in the bid process or any bid, and the right to award the Contract to other than the Contractor(s) submitting the best financial bid (low vendor). FLA reserves the right to request additional information from any or all Contractors. Requested information shall be submitted by the vendor within five (5) business days from date of request.
8. FLA reserves the right to negotiate with the vendors concerning their bids as permitted by law.

9. Vendors are responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this request for bids, or any negotiations incidental to its bid or this request for bids.
10. Each Contractor by submitting its bid releases FLA from any and all claims arising out of, and related to, the bid process and selection of a Contractor.

BID CONDITIONS

12. Fulton Leadership Academy will not award a Contract to any vendor who does not furnish satisfactory evidence that it:
 - has ability and experience in school bus transportation;
 - has available buses meeting the State mandated requirements;
 - employs duly licensed and trained drivers to enable them to perform the work to the satisfaction of FLA.
13. No bid shall be accepted from any Contractor who, in the past 10 years in Georgia, has:
 - had a contract terminated for 'material breach', or
 - been declared in default by a School Board or Administration.
14. Each vendor shall include with the bid documents a reference list, recording contracts held and name and address of the contact person. In order to be considered responsive and responsible, each vendor must submit with the bid package at least one (1) letter of reference from a current customer with whom the vendor has held contracts.
15. All vendors shall submit a Certificate of Insurance for the first year of the Contract as part of the bid. No vendor may withdraw his bid prior to the execution and delivery of the Contract unless no award has been made at the expiration of the thirty (30) business days after the opening bids.
16. Any bid, which is not according to prescribed form, incomplete, not properly signed, submitted after the deadline or otherwise contrary to instructions will be rejected by Fulton Leadership Academy.
17. Requests for clarification of bid requirements or specifications shall be directed to the CFO via email @ grutledge@fultonleadershipacademy.net no later than 6 business days prior to the scheduled bid opening. Such questions and the response of the CFO will be e-mailed to all potential vendors who have received these specification
18. Bids must be signed by an officer or duly authorized designee of the Corporation or Company.

19. A vendor filing a bid thereby certifies that no officer, agent, or employee of Fulton Leadership Academy has any pecuniary interest in the bid; that the bid is made in good faith and without fraud, collusion or connection of any kind with any other vendor for the same work; and the vendor is competing solely on his or her behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).
20. Each vendor's accident record for the previous three (3) years must be prepared by the vendor's insurance carrier and submitted with the bid.
21. A copy of the Contractor's drug and alcohol testing policies must be submitted with bid.
22. A vendor must submit with its bid a completed, signed, and dated certificate certifying that it does not discriminate against its employees or applicants on grounds of race, color, religion, national origin, sex, disability, veteran's status, or age with regard to persons forty (40) years of age and older. (See Certificate attached as Attachment A.)
23. Each Vendor will be required to identify and provide a resume with their submittal of the local person(s) (who will not be a regularly scheduled route driver) who will be in charge of the routes within Fulton Leadership Academy's transportation system. This individual will act as a dispatcher and will be in direct communication with the FLA CFO.
24. Information provided in Attachment B including but not limited to general information and student enrollment figures, is approximately correct. FLA, however, assumes no responsibility for its precise accuracy or for errors resulting from its use.
25. In the interpretation of this agreement and the relations between the Contractor and FLA, the same shall be construed to be an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of FLA.
26. A recipient of this request for bids is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this request for bids, or any negotiations incidental to its bid or this request for bid.
27. Any exceptions to any specification must be clearly stated in the Request for Bid submitted.

CONTRACT AWARD

28. The award of a Contract is subject to approval by the Board and to funding by the Fulton Leadership Academy, INC.
29. The contract term shall be one year, effective August 1, 2016, with an annual option to renew for each of the following three years. The Contract will require the

transportation of students to and from pre-determined pick up locations for at least the number of school days required by state law and transportation necessary for extracurricular activities including, but not limited to, field trips and athletic, academic or other competitions.

30. Unless specifically waived by FLA, all transportation operations shall be limited to the roads, streets, and highways that are owned and maintained by the state, county, town or other public agency.
31. In the performance of the Contract, unless specifically limited by its terms, the Contractor must agree to abide by all laws, regulations, policies and procedures applicable to FLA.
32. The Contractor must agree to incorporate a clause in the Contract promising that there will be no disruption of service due to labor disputes involving the employees of the Contractor or other entities and further that service will not be disrupted by a failure of Contractor's employees to cross any strike picket line against FLA, unless it is mutually agreed by FLA and the Contractor that it is in the interest of public safety that such picket line not be crossed.
33. The Contract will require that all buses and equipment and operation of the same shall conform to all requirements of all federal and Georgia state laws and any amendments thereto.
34. The Contractor shall agree to keep each bus in good working condition and to furnish all necessary fuel, oil, grease, tires, maintenance, equipment, etc.
35. The Contract will require that all buses are to be kept in proper condition, including inside and outside cleanliness, and all driving and repairing are to be performed in the best manner by skilled drivers and mechanics.
36. The Contract will require that no buses or drivers which have been disapproved by FLA shall be used in the work and the Contractor shall replace such buses or parts, or drivers which, in the opinion of FLA, are unsuitable or not in conformity with the Contract or specifications. The Contractor shall promptly replace any bus or parts or driver rejected or condemned, and shall not be allowed extra time or compensation for completion of the work by reason of such rejection. While operating with passengers within the terms of this Contract, vehicles shall be driven at a speed that is reasonable and appropriate to road, traffic, and weather conditions and within applicable established speed limits. All drivers must be responsible persons, at least 21 years of age, who are acceptable to FLA.
37. The Contract will require that the bus operator shall be in full charge of the bus he/she operates and shall report directly to the Principal any problems concerning pupil discipline of elementary and secondary students. No child may be "put off" the bus enroute to school or a destination which is part of a school activity, nor shall any

student be permitted to disembark from his/her assigned stop unless appropriate authorization is provided.

38. The Contract will require immediate verbal notice and a detailed written report to the Principal of any accidents that may occur in the performance of the Contract. Contractor will assist FLA in any actions necessary to respond to a transportation accident.
39. No driver shall operate a school bus without approval as to physical qualifications to operate a school bus by a licensed physician in Georgia annually. Physicals shall be in accordance with requirements of 49 CFR 391.41-49.
40. In order that the Contractor provides professional drivers, evidence of a safety program that meets or exceeds the requirement of 8 hours of "in-service" training per driver per year must accompany the bid. This program shall be in compliance with all state and local transportation codes. Such training sessions are to be scheduled throughout the year, as it is not in the best interest of FLA or its students to have all the training hours provided in one or two lengthy sessions. Any other safety/training programs which the Vendors use should also be included with the bid package.
41. The Contract will require evidence that the Contractor is in compliance with all requirements for drug and alcohol testing.
42. The Contract will require that the Contractor comply with the criminal background check requirement.
43. The Contractor shall, at its own cost and expense, procure and keep in force at all times during the term of the Contract, the following insurance coverage:
 1. Workers' Compensation - Statutory Limits
 2. Comprehensive general liability for bodily injury in the sum of \$300,000/\$500,000, and \$50,000 each occurrence and \$50,000 property damage, including personal injury.
 3. Automobile liability insurance with basic limits \$300,000/\$500,000 and \$50,000 each occurrence and \$50,000 property damage, including personal injury.
 4. Umbrella liability limits net loss limits of liability \$1,000,000 each occurrence and \$1,000,000 each aggregate.

The Contractor shall furnish proof that such insurance is in the force by July 1 of each year of the Contract, or at any other time upon the request of Fulton Leadership Academy. The Contractor shall give thirty (30) days prior written notice of any change or cancellation in the above coverages to the CFO. All vendors shall submit a Certificate of Insurance for the first year of the Contract as part of the bid. This Certificate shall be returned to Vendors after the bid awards. The Board shall be

conspicuously named on the certificate of insurance as an additional insured on the identified policies.

44. The Contract will require that neither any part nor the whole of the work to be performed under the Contract shall be assigned, sub-let or transferred without the written permission of FLA having first been secured in advance.
45. The Contract will require that the schedules and routes designated and approved by FLA shall be met at all times and that the meeting of said schedule is a material part of the Contract. If at any time the Board is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the Contractor by certified letter and if the problem is not corrected to the satisfaction of the Board within thirty (30) days of this written notice, this entire Contract may be unilaterally terminated by the CFO with no further obligation on the part of FLA. Upon such termination, the Contract will require the Contractor to immediately surrender all facilities and other assets owned by FLA which are utilized by the Contractor in the performance of its contractual obligations.
46. The Contract will require that, if requested by FLA, the Contractor will submit lists in electronic form to the CFO of the following data for the drivers and equipment:

Drivers:

5. Name
6. Address
7. Telephone Number
8. Date of Birth
9. License Number
10. Date of Issuance

Equipment:

1. Bus Number
 2. Manufacturer
 3. Chassis Serial Number
 4. Body Manufacturer
 5. Registration Number
 6. Capacity
 7. Mileage
47. The Contract will provide that FLA reserves the sole right to alter, amend, vary and change, without extra charge, any routes listed as it shall see fit to provide for pupil changes, classroom changes, school construction, or other necessary changes, and to substitute routes for those to which FLA and Contractor agreed or to increase or decrease the number or length of said routes. If the total mileage of the base routes

is increased more than five miles per route, then the per mile charge shall apply for mileage in excess of five miles.

48. The Contract will require that, in case of the need for an emergency/weather closing during the school day, as determined by the Principal, or his designee, all buses will be at the school to pick up students no later than forty-five (45) minutes after notification of the stated emergency.
49. The Contract will require that, on regular school days, a Contractor representative must be available to respond to the school official and parent phone calls between the hours of 6:00 a.m. to 6:00 p.m. and during the time of any scheduled field trips or other extracurricular activities where transportation is required.
50. The vendor awarded the Contract will be required to sign a Contract for said services based on the specifications of this RFP and the vendor's bid, as well as written communications received from the vendor in the evaluation process. In compliance with this RFP, in consideration of the detailed information regarding the scope of services and responsibilities set forth herein, and subject to all conditions herein, a vendor, through the submission of its bid, agrees that if selected as the Contractor, it will furnish all items and services at the prices set forth in its bid and that it will enter into a Contract specifically agreeing to an indemnity and hold harmless clause as prepared and presented by the Board which, to the Board's satisfaction, indemnifies (including payment of attorney's fees) and holds harmless to the fullest extent possible, the Board, its agents, servants, and employees, from any and all actions brought by any person or entity against the Board, its agents, servants, and employees due to or arising out of the contractual relationship established between the Board and the vendor, the vendor's presence on Board property, the acts or omissions of vendor in the performance of its contractual obligations.
51. The Contract will require that terms and conditions may not be modified unless agreed in writing by both FLA and the Contractor.
52. The Contract will require that any dispute resolution occur in the courts of Fulton County, Georgia.
53. Any decision made by FLA, including the Contractor selection, shall be final.

PERFORMANCE BOND

54. The Board reserves the right to require a notarized Performance Bond and/or a Payment Bond for labor and materials from a successful vendor. If such Bonds are required, the documented cost for such Bonds will be reimbursed to vendor. If such Bonds are required by the Board, such Bonds must be from an insurance company licensed in the State of Georgia for one hundred percent (100%) of the Contract amount awarded. If required, such notarized Bonds must be submitted to the CFO at the school. This cost is to be listed separately on the bid sheets.

PRICE BASIS

54. FLA will accept Price bids for the first year of the Contract. Pricing quoted shall be guaranteed firm for a minimum of one (1) year from date of award. All rates paid during subsequent years will be the initial year bid rates plus an inflation factor not to exceed 3.0%.
55. FLA does not assume any responsibility for any changes in State and Federal laws concerning school transportation which may occur during the life of the contract.
56. FLA agrees to pay the Contractor(s) as follows: for all service on routes as specified herein, the Contractor is to receive ten (10) equal payments for each year during which this Contract is in effect. The first payment will be made by August 15 and the last by May 15 of each school year. The contract price will be evaluated based on a per bus/per day rate. Extracurricular or other charges will be billed as incurred. The Contractor must insure that a proper monthly bill is submitted in the form and manner prescribed by the CFO before the end of the prior month.

WORKED TO BE PERFORMED

64. The Contractor shall provide safe and reliable, on-time delivery of students to and from school on a daily basis for all children who both reside in Fulton County and attend Fulton Leadership Academy, and specifically including transportation required for students with disabilities. (See Attachment B for projected enrollments for Fall 2016.)
65. The Contractor shall develop and provide efficient routing of all transportation needs of FLA, including but not limited to extracurricular routes and field trips, as outlined in the Contract. The Contractor may alter any of the existing FLA routes, so long as all routes conform to all federal and state laws, as well as Board policies and all routes are approved by FCS prior to implementation. The CFO will serve as the liaison between the Contractor and FLA. certified mechanics of the buses or vehicles and any equipment used in the performance of the Contract
66. Drivers will assist in student discipline in cooperation with FLA, and as mandated by policy, as the same may be amended from time to time by the Board, and in accordance with state and federal laws.
67. The Contractor shall be responsible for the selection, evaluation, training, compensation, and retention of transportation employees, including all necessary drivers and management personnel.
68. The Contractor shall be responsible for continuous analysis of the transportation operations of FCS in order to effectively manage costs, while maintaining service levels in accordance with Board policy and safety protocol. The Contract shall identify and implement operational efficiencies that will lead to cost reductions in the school transportation services.

69. Bus Drivers shall not be permitted to carry any persons other than employees or agents without the express permission of the CFO or his designee.

PRICE ADJUSTMENTS

70. If Board policy, or Georgia regulations necessitate a change in the length or makeup of the regular school calendar which results in an increase in the number of school days beyond 180, such a change will result in a price adjustment for those days. If Board policy, or Georgia regulations necessitate a change in the length or makeup of the regular school calendar which results in a decrease in the number of school days under 180, or if the number of days is reduced by school closure for weather or other conditions, such a change will result in a price adjustment for those days. The adjustment will be based on the per bus day bid rate after the annual rate adjustment, if applicable.

71. **BID CHECK LIST** (*Please attach in the following order.*)

- ____ Authorized Signature Page
- ____ Bid Submittal Form
- ____ Reference List
- ____ Financial Statements (two years)
- ____ Certificate of Insurance
- ____ Accident Record
- ____ Certificate of Nondiscrimination
- ____ Drug Testing, Policies and Procedures
- ____ Safety and Training Program
- ____ Certificate of Insurance

TIMELINE

- May 20, 2016 – Request for Proposal
- May 31-June 3 - Vendors questions taken via email
- June 10 – Bid Submittal due by 2pm
- June 16 – Vendor Interviews (if applicable)
- June 24, 2016 - Bid award Date

BID SUBMITTAL FORM

The undersigned submits a bid for transportation of pupils as set forth in the specifications and bid contract, and agrees, if this bid is accepted, that the transportation of school children will be for a period of one (1) year beginning August 1, 2016.

The bids for the first year of the Contract, beginning August 1, 2016, are as follows on the next page:

Transportation Category	Contractor Owned Buses
1. Regular Education Day Transportation	
A. \$____ per bus x 180 days = \$____ per year	\$____ per bus / \$____ per year
B. If, subject to the approval of the Director of Schools, additional buses are required, the cost increase for the contract year will be:	\$____ per bus day
If, subject to the approval of the Director of Schools, fewer buses are required, the cost decrease for the contract year will be:	\$____ per bus day

Transportation Category	Contractor Owned Buses
5. Activity/Athletic Bus Transportation	
A. Cost per mile	\$____ per mile
B. Cost per Waiting Hour	\$____ per Waiting Hour
C. Minimum Cost per Trip	\$____ per Trip Minimum Cost

NOTICE TO ALL VENDORS

By signature of its authorized official, this vendor attests that representatives of the vendor have read and understand the terms required in the request for bids and that the information provided herein to Fulton Leadership Academy, Incc is true and correct. In compliance with the request for bid and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the enclosed signed bid.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Address: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

ATTACHMENT A

CERTIFICATE OF NON-DISCRIMINATION FOR FULTON LEADERSHIP ACADEMY, INC

By submission of this Request for Bids, the Contractor,

(NAME OF CONTRACTOR)

certifies that the Contractor does not discriminate against any employee or applicant for employment on the grounds of race, color, religion, national origin, sex, disability, veteran's status, or age with regard to persons forty (40) years of age or older; and does not and will not maintain or provide for employees any segregated facilities at any of Contractor's establishments and, further, that the Contractor does not and will not permit employees to perform their services at any location under the Contractor's contract where segregated facilities are maintained. The Contractor further agrees that it will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts and that the Contractor will forward a notice of this requirement to such proposed sub-contractors.

Contractor's Name

Signature

Date

Printed or Typed Name and Title of Individual Signing for the Contractor

ATTACHMENT B

Location Address:

2575 Dodson Drive, East Point, Georgia 30344

Projected Student Enrollment Data for Fall 2016:

500

Transportation Information:

Zip codes will be provided upon contract acceptance and Contractor will submit route suggestion.