



REQUEST FOR PROPOSALS

Transportation Services for:

Benjamin Franklin Elementary Mathematics and Science School

1116 Jefferson Ave, New Orleans, LA 70115

And

401 Nashville Avenue, New Orleans, LA 70115

RFP ANNOUNCEMENT: April 9, 2024
PROPOSAL DUE DATE/TIME: May 17, 2024

SUBMIT

One copy via email to
Jennifer Grimes at jgrimes@4thsectorsolutions.com
and

One original hard copy to
Jennifer Grimes at
4th Sector Solutions
8550 United Plaza Blvd, Suite 601
Baton Rouge, LA 70809
225-447-8313

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1. Introduction

Benjamin Franklin Elementary Mathematics and Science School (Hereafter School) is soliciting competitive proposals to identify a student transportation services vendor (Hereafter Contractor) that provides exceptional service and competitive pricing for the School.

The key contact and reference information is as follows:

Jennifer Grimes
8550 United Plaza Boulevard
Suite 601
Baton Rouge, LA, 70809
Phone: (225)447-8313
Email: jgrimes@4thsectorsolutions.com

These specifications outline all the requirements and conditions for performing this service. Any aspects of the service not addressed herein are left for the Contractor to address. The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing **Student Transportation Services for pupils attending School at its Jefferson and Nashville Campuses including home to school, school to home, and field trip services**. Services will be provided within the New Orleans-Metairie-Kenner Metropolitan Statistical Area, except for some field trips. Field trip locations may be in surrounding parishes.

This Request for Proposal (RFP) is issued to invite vendors to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the School to select a vendor and/or award a contract. The school reserves the right to accept or reject any or all proposals submitted. Acceptance of any proposal with contractual terms is dependent on the School's funding, and appropriation of funds by the legislature of the State of Louisiana.

It is the intent of the School is to contract with qualified individuals or entities to provide transportation services. This RFP process is intended to identify those providers that are sufficiently qualified and experienced to provide these services. Only those Contractors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the School.

The required qualifications shall include providing full-service student transportation. The ultimate resources to be provided will include but are not limited to the vehicles, video cameras, facilities, vehicle maintenance and repairs, insurance, parent communication, fleet

management, drivers, attendants/aides/monitors, mechanics, administrative staff, training, professional development, routing, and certifications necessary to provide the School with adequate services.

Each respondent by submitting a response to this RFP agrees to participate in one or more interviews to assist the School in the selection of pupil transportation service providers

1.1 RFP
Calendar

Event	Date & Time
Advertise RFP, and issue to prospective Contractors	April 9, 2024
Mandatory Pre-Proposal Conference:	April 25, 2024 at 12:00PM
Deadline for receiving Contractor written inquiries	May 3, 2024 at 5:00PM
Deadline for submitting proposals	May 17, 2024 at 5:00PM
Target Start Date	July 1, 2024

NOTE: Benjamin Franklin Elementary Mathematics and Science School, Inc. reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Contractors

a) Pre-proposal Conference:

An mandatory pre-proposal conference will be held via ZOOM:

- Please email ops@4thsectorsolutions for the ZOOM information
- Date: April 25, 2024
- Time: 12:00PM

b) Proposals Due: May 17, 2024 at 5:00PM

Jennifer Grimes

8550 United Plaza Boulevard
Suite 601
Baton Rouge, LA 70809 Phone: (225) 447-8313
Email: jgrimes@4thsectorsolutions.com

1.2 Important Information:

Name: Benjamin Franklin Elementary Mathematics and Science School

Mission Statement

The mission of Benjamin Franklin Elementary Mathematics and Science School (“School”) is to educate children to excel academically and individually. Our vision is accelerating the learning of all students through data driven inquiry, reflective teaching, and powerful learning. Our motto is “Beyond Expectations!”

Our students are intelligent motivated individuals striving for excellence. We serve pre-kindergarten through eighth grade students from diverse backgrounds as well as special needs students and second language learners. We give all children an opportunity for a high-quality education. We embrace our special needs students and have an outstanding inclusion program. Our ESL students flourish, have set high expectations and standards for the academic and social development of all students and the performance of adults.

Operational Support Partner

Start-up and back-office support for the School shall be provided locally by 4th Sector Solutions (4SS). 4SS has been providing specialized charter school support in Louisiana since 2006 in finance, accounting, operations and human resources.

All service providers will work closely with School’s Operations Director, Dr. Robert Robinson, and with 4SS to ensure timely, and efficient accounts payable.

2. Objectives for RFP

The school intends to provide their families with superior pupil transportation service at a fiscally responsible cost. While the Contractor’s cost is of great importance, proposing the lowest price will not assure award of the service. The School demands safe, reliable, on-time and efficient service; failure to address the school’s concerns and/or requirements for any such matter will disqualify the Contractor from consideration.

The school will require the Contractor to provide professional transportation management and adequate workforce and service supervision, such that the School is not burdened with

facilitating the day-to-day operations and customer service requirements.

3. Period of Agreement

The initial period of any contract resulting from this RFP will be twelve (12) months. At the option of School and acceptance by the contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price or the lowest comparison price if the current price is higher. The same terms and conditions of the original contract will remain the same. Total contract time may not exceed thirty-six (36) months

4. Routing Service Parameters

Routing services are defined as providing routing software, designing bus routes, assigning riders, pairing or packaging bus routes, and/or optimizing accordingly. The contractor shall provide routing services. Routes shall be submitted to the School for approval prior to implementation. The contractor's drivers shall not deviate from the approved scheduled runs without prior approval from the School.

The contractor shall furnish each driver with a typed route itinerary that includes all pickup locations, times, directions between pickups and schools as well as student names at their designated pickup point. A current route itinerary shall be on each school bus while transporting students.

5. Adjustment of Routes

Whenever the ridership requirements or educational programs change to the degree that adjustment of existing routes does not permit transportation without overcrowding, the Contractor shall provide additional bus(es) as may be required.

Conversely, if transportation requirements should change to the degree that bus(es) needed is reduced, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such bus(es). This provision as well as the one above shall be effective only after reasonable written notice of not less than one week has been given to the Contractor.

Absolutely, no increase or decrease in the number of busses, shuttles, or vans utilized or services provided shall be made without prior approval from School. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and School and be included as a part of the written approval for the Contractor to make a change in services. Changes that are made without approval shall constitute a breach of this agreement. If under adverse circumstances it becomes necessary to combine two or more routes onto one bus, same shall not be accomplished without notifying the proper authority at School's administration office and at the building being served and

Contractor shall not invoice for this lack of service.

6. **Check Ride & Road Observations**

The driver supervisor, trainer, or safety coordinator shall ride with each new driver within 30 days of in-service date, and at least once annually with all drivers thereafter for the purpose of observing driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules. Such observations shall be placed in drivers file.

7. **Student Management**

Rules and regulations regarding bus passenger discipline shall be adhered to by the **Exhibit D-Student Transportation Rules and Regulations** set forth by the School. The rules and regulations are provided to students and parents.

Decisions on student disciplinary problems, such as suspensions or expulsions, will rest with the School. In support of these actions the drivers and contractor staff shall make themselves available for all meetings/hearings as required, including professional development tailored to the needs of the children attending School.

Vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, School recognizes the importance of this issue and will assist the Contractor in receiving restitution whenever possible. In those cases where videotapes are used in determining proper student management such digital replay shall be provided within 24 hours and retained as needed.

8. **Accident Reporting**

Contractor shall immediately notify School's Operations Director, Robert Robinson, or designee of all accidents whether bus is loaded or empty, whether severe or minor (all accidents). This immediate verbal report shall be followed with a written accident report within twenty-four (24) hours. Buses and/or vans shall be equipped with an accident information form, which is to be filled out with student names, time, place, etc. of each accident.

9. **Access to Vehicles & Drivers**

The Contractor agrees that School's administrators or their designees may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

10. Contractor Employee Conduct

The conduct of Contractor's employees will meet customary and reasonable standards for the School's area. The Contractor will be responsive to direction from School as to any personnel or conditions deemed to be of insufficient standards to School. School has the authority to mandate a change in the Contractor's Transportation Manager and/or drivers if the Contractor's repeated efforts to resolve a specific concern (or concerns) have been unsuccessful.

11. Applicable Law

Contractor Must Comply with all Applicable law including the following ordinances set forth by New Orleans City Council:

- A. New Orleans Code of Ordinance, Chapter 162, Article XVI Section 162-1800_162-1804; Section 162-1810_162-1815; Section 162-1820_162-1825; Section 162-1830_162-1831 Refer to Exhibit C.
- B. Contractor shall provide School with lettering identifying the name of the school as compliant with Louisiana R.S. 17:161.1 –School buses in Orleans Parish; lettering requirement. Contractor shall provide lettering for all buses in service for School before August 1, 2019

12. Progress Monitoring (PM) Spreadsheet

12.1 Contractor shall complete and provide to School the Progress Monitoring (PM) Spreadsheet. Refer to Exhibit D.

The PM Spreadsheet shall include the following information:

- CPNC #
- Campus
- Bus Color/Number
- Bus Driver's Name
- Driver's Motor Vehicle Record and Drug Test Results
- Background Check regarding Driver
- Proof of Driver's Permit
- Insurance Certificate
- Current Inspection
- License Plate #
- Brake Tag #
- If there are changes in any documentation provide in the Progress Monitoring (PM) Spreadsheet, a revised spreadsheet shall be submitted to the School within five (5) business days.

12.2 The school will conduct periodic on-site monitoring utilizing the Progress Monitoring Spreadsheet of all buses transporting students for the School. The monitoring will be conducted at one (1) or both school locations.

12.3 Authorized personnel identified with a school badge shall be permitted to board various buses to conduct periodic Progress Monitoring. The personnel shall include, but not limited to, Operations Director, Assistant Principal, Dean of Students, and School Security.

13. Equipment

- A. The contractor shall provide on an as-needed basis, up to the guaranteed maximum or down to the minimum number of school buses and/or vans/vans specified on the Pricing Page. The contractor's school buses and/or vans must be of adequate size to provide the service, but School shall only compensate the contractor for the capacity school buses and/or van required by the School.
- B. The minimum/maximum number of buses and/or vans quoted or initially accepted upon commencement of this agreement shall become the reference point throughout the term of this agreement. The contractor's guaranteed minimum and maximum number of school buses and/or vans shall be increased or decreased to meet the needs of School being served for all term years. School reserves the right to adjust assignments to contractors based on service/performance or the best interest of School.
- C. All large (rated capacity 35 or greater) diesel powered units shall have an average age of no more than seven (7) years old and shall be no older than twelve (12) years old. All Small (less than 35 passengers rated capacity) diesel powered units shall have an average age of no more than five (5) years and shall be no older than ten (10) years. All gasoline powered units shall have an average age of (5) and be no older than ten (10) years old. Bus age shall be determined by using the Date of Manufacture posted on the interior bus body. Any bus attaining its maximum age after December 1st of each operating year may continue in service for the remainder of that operating year. Any bus reaching its maximum age prior to December 1st shall be replaced prior to the beginning of that operating year.
- D. Contractor shall keep all school bus and/or van equipment used in the transportation of students in accordance with standards stated in "State of Louisiana Department of Education Minimum Standards for School Buses and/or vans in Louisiana Bulletin 1213" and shall meet or exceed all applicable "Federal Motor Vehicle Safety Standards" as well as School Requirements. School Buses and/or vans and such equipment shall always be maintained in good mechanical order to pass the State School & Local Bus Inspection(s). Buses and/or vans shall always be kept in a clean and sanitary condition and open to examination by the School. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any

bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the School and without claims for adjustment in compensation.

- E. The Contractor shall supply certain items during the term of this agreement. Specifically, these items are: bus two- way radios or cell phones for immediate contact with operating buses and/or vans, any specialty harnesses, car seats, booster seats, lifts, tie-downs, roll back alarms and anterior crossing gates. Contractor will supply School with a direct ‘emergency’ phone line to insure immediate contact with the Contractor; such line shall not be available to the public nor other operating entities of the Contractor. In addition, the Contractor will be prepared to have each bus equipped with a digital video recording system with a minimum of three (3) cameras. It is the responsibility of the contractor to keep same in working order and when requested provide the school with video within 24 hours of a request by the school. Alternatively, if it is possible provide the school with direct access to the video system. The cost of installing these items into the buses and/or vans shall be borne by the Contractor. The Bid/Rate sheet provides a space for listing a separate price for this digital video camera option.
- F. All buses and/or vans or vehicles placed in operation by the Contractor, under this contract, shall be owned/leased by the Contractor and under their direct control.
- G. All buses and/or vans in service to School (route, spare and extracurricular) shall be numbered and lettered per “State of Louisiana Department of Education – Minimum Standards for School Buses and/or vans In Louisiana Bulletin 1213” standards to include, Contractor Name, School Name and Four Point Numbering.
- H. Standby buses and/or vans maintained in good working condition, shall be available in sufficient numbers and used in the event any buses and/or vans regularly transporting students shall be inoperable. As a minimum contractor shall supply as spare buses and/or vans a ratio of 10% of all Regular and Special education route buses and/or vans which are of sufficient size and configuration to act as a spare for all categories of service. Spare buses and/or vans shall meet the same maximum age standard as route buses and/or vans but will not be included in the overall fleet average.
- I. The Contractor agrees that before any school buses and/or vans are used for transportation, the driver shall inspect same carefully for defects (DOT pre-trip) and remedy any defects before using said vehicles. Records of these inspections shall be maintained for one full year and kept in accordance with state and federal law.
- J. Breakdowns and Road Service Calls are disruptive to service and shall be kept to a minimum, monitored and reported. Such violation is subject to penalties.
- K. At all times, the school buses and/or vans must be equipped with route signs, provided by

the contractor and approved by School, that indicate to the students the route number and destination. All lettering shall be decaled, stenciled or applied in a legible and professional manner. Route identification signs and their placement must meet applicable state specifications. School and contractor will agree on sign standard prior to implementation.

- L. The signs must be made of a durable material, such as metal, plastic, or other materials approved by School.
- M. The contractor shall design the signs in a manner to accommodate any spare school buses and/or vans used so they are equipped with appropriate signs if the need should arise.
- N. In addition to the required State specifications each bus regardless of size, shall be equipped with an approved electronic child check system.
- O. In the event that School buses and/or vans are used for non-School business (charters, etc.) all identification referencing School must be covered.
- P. School reserves the right to specify a single GPS product to be installed and operated on all buses and/or vans serving the School. The contractor(s), at their own expense, agrees to purchase, install, maintain and provide GPS reporting and full access to the School. School reporting and access must include but is not limited to live look up, route replay, on time reports, coverage reports, etc.

14. Other Contractor Responsibilities

Unless noted otherwise, the Contractor will be responsible for performing the following services:

- Rider discipline
- Vehicle maintenance
- Supply bus terminal / facility
- Check rides
- Road supervisors
- Towing
- If requested after school routes for children attending after school programming
- Differentiated routes if the number of students attending after school programming is substantial enough to warrant a reduction in the number of PM routes
- Activity Trip Scheduling
- Activity Trip School Billing
- Dispatch
- State and/or other mandated ridership data collection

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- Customer service
 - Temporary school startup customer service staffing
 - Recruiting and hiring
 - Accident investigation
 - Routing

If other services or issues arise that are previously unaddressed the Contractor will make a good faith effort to address or resolve such until the matter can be discussed with School. The Contractor shall immediately perform any unspecified service within reason that addresses a safety concern.

15. Personnel

- A. The Contractor shall permit the school buses and/or vans to be operated only by persons holding the required licenses issued to him/her by the State of Louisiana. Every driver shall follow the normal and usual instructions and requirements of the State and School and shall always comply with the motor vehicle laws of the State and all cities, parishes, or other municipalities in which such vehicles may be operated and shall maintain such records and reports necessary to validate same as the School may request.
- B. All employees of the contractor must have a current criminal background check, not more than three (3) years old, compliant with R.S 17:15 “Criminal History Review” and R.S. 15:587.1 “The Louisiana Child Protection Act.” The criminal history checks must be obtained from the State Bureau of Criminal Identification and Information. The contractor will not employ anyone convicted of or pled nolo contendere to a crime listed in La. R.S. 15:587.1. The school may at examine the criminal background checks of the contractor’s employees assigned to the school at its discretion.
- C. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. School reserves the right to request dismissal of any driver/staff from service to School who, in their opinion, is not suitable to School.
- D. School reserves the right to select/request specific drivers for field trips and athletic events superseding any union contract of the Contractor’s employees.
- E. The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, criminal background checks, recruitment and any other related fees.
- F. It shall be the responsibility of the contractor to hire, train and supervise these bus monitors and maintain them as their employees. In some School may wish to place School’s employees as bus monitors, and if so, these persons shall be accommodated by the Contractor. Such accommodation shall not interfere with the timely operation of bus

routes. In this event no charge to School shall be incurred if School decides to supply its own monitors.

- G. The Contractor will allow no person other than students, supervisors, authorized bus company employees, authorized School personnel, and drivers in training to ride the bus without the consent of proper School officials. In no instance may preschool age children of driver personnel to ride buses with their parent.
- H. The Contractor shall designate a 'lead driver' or 'bus captain' for each campus served. Those designated shall assist with driver, route, discipline, etc. issues as they relate to that particular campus. Those designated shall expedite resolution of any issues.
- I. The Contractor agrees, if requested, to supply an informed representative during registration to handle parent questions as well as possible Open Houses.
- J. The position of Standby Driver is critical in ensuring the safe and timely delivery of students to and from school in the event that a regular assigned driver is unavailable to driver his/her route. The Contractor will provide experienced drivers to serve as Standbys. All Standby drivers must be familiar with Parishes referenced by this RFP, School and follow directions and maps, and be approved by the contractor and School. School reserves the right to remove a Standby driver from service for failure to perform. The Contractor will provide, at a minimum, a reserve of Standby drivers in the amount of 10% of the School routes assigned to the Contractor.
- K. The Contractor agrees to provide an aide or monitor on each bus serving students attending School.

16. Required Records

The Contractor shall maintain complete and accurate records, including costs and mileage, of all field/activity trips provided under this contract, all disciplinary actions, and such other reports that School may request and/or may be required under all applicable law. Specifically, Contractor shall assist School with supplying all of the needed information as required on the State annual report, as well as updated times, miles, and statistics of actual route operations.

17. Early Release/Emergency Cancellation of Transportation

The Contractor will follow School's procedures for emergency cancellation of transportation in those cases where weather conditions or other situations may preclude the movement of buses. The closing of school shall be School's decision. Contractor's fleet and facility shall be prepared to operate under any adverse conditions. Contractor shall not charge for canceled days but may charge 25% of daily rate for each bus that is dispatched

(leaves terminal) prior to being notified of any such cancellation. School will endeavor to notify contractor one (1) hour prior to dispatch time provided conditions allow. From time to time it may be necessary to dismiss school/s early due to various conditions out of the control of School and Contractor shall endeavor to fulfill these emergency situations as soon as possible. Bus Contractor agrees to transport students at special times on those days set forth as early dismissal days on the school calendar. These days may fluctuate from the posted calendar based upon need. A calendar will be provided by School listing all attendance days, holidays, half days, etc.

18. Supervision of Loading & Unloading

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pickup and delivery points, and the Contractor will provide full-time office staff that is responsible for reporting of and resolution of transportation problems. School agrees to work with and assist the Contractor operators and staff as needed in problem resolution as appropriate.

During the loading and unloading of students, the School behavior specialists will be available to discuss any concerns with specific pupils. To ensure that this communication happens, the Contractor should keep students on the bus so that the behavior specialists can assist with the loading and unloading of students. In this way, the School staff will keep abreast of any behavioral concerns and will make the Contractor aware of any circumstances that might impact the transportation of students from the program back home.

19. Other Requirements

Successful Proposer Must Have:

- Ability to alter routes based on new student entry, safety concerns, and family instability.
- Hire staff who can maintain a composed and measured response to students as a driver or a monitor on the bus/van
- Hire staff with the ability and willingness to be trained on therapeutic intervention and crisis management
- Cameras on the van/bus
- Air-conditioned vehicles
- Proposer chosen to provide services agrees to meet monthly with the School to discuss services

Successful Proposer Should Have:

- Audio recording
- Real time-tracking of pick-up and drop-offs
- Staff with background working with students requiring behavioral support (preferred)

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- A. The contractor shall report all incidents and/or accidents to School immediately by phone and computer mail message and/or fax. After receiving notification by the contractor, School shall determine the proper administrative course of action. A written report of all such accidents shall be filed with the School within 24 hours the accident on the State School Bus Accident Report Form.
 - B. School shall have full and exclusive authority and all rights for administering the Transportation Program.
 - C. The contractor shall be knowledgeable of School's policies and procedures pertaining to the implementation of safe and efficient transportation operations.
 - D. The contractor understands the complexity of this program and the volume of calls processed daily from schools and parents. It is intended that contractors are to handle normal daily operational calls from the public and School.

20. Students

The Contractor will assist and participate with School in providing safety programs as needed for its students. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern. Contractor must provide training to the students of the School on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year.

Record of evacuation drills shall be provided to the School every October and January. Schools agree to assist as needed in accommodating this activity. Bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, School must be notified immediately. The student code of conduct must be adhered to. Contractor and its employees shall adhere School's policy regarding student conduct, discipline, suspensions, etc. School agrees to work with the contractor to assist with any needed student discipline issues. All conduct reports shall be in writing and drivers/contractor agrees that, should it be necessary, they will attend any meeting/hearings as requested.

21. Contractor Minimum Requirements

Qualified Contractors will have at least two (2) years of contracted student transportation experience.

Qualified Contractors will be financially solvent and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material

lawsuit. Contractor must confirm in writing within the executive summary its compliance with this requirement. School reserves the option of validating financial and control status and matters with the Contractor before awarding the services.

Qualified Contractors must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause School to reject the proposal.

22. Proposal Format

Proposal shall include enough information to satisfy evaluations that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposal must include responses to all areas as listed below.

Proposers should ensure that their proposals contain sufficient information for the School to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

Proposals should be submitted in letter-size (8-1/2" x 11") format. Proposals should follow the format and order of presentation described below:

A. Cover Page

The following information should be included under the title "Student Transportation Services for New Orleans Therapeutic Day Program":

1. Name of the firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number
5. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the firm

Introduction (Cover Letter)

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and a confirmation regarding the vendor's understanding of the scope of the work to be performed. By signing the letter and/or proposals, the Proposer certifies that the signor is authorized to bind the Proposer.

Table of Contents:

The proposal should be organized in the order contained herein.

B. Executive Summary

Provide an executive summary of the Proposer's plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in

addressing the needs of the School as stated in the Scope of Work.

This section shall also serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number. It shall include a stipulation that the proposal is valid for a period of one (1) year from the date of submission. The section shall also include a summary of the proposer's qualifications and ability to meet the State's overall requirements.

It shall include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

C. Company Background and Experience

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the minimum qualifications.

D. Approach and Methodology (25 Points)

Proposals should include any resources for project implementation or deployment. Present creative solutions or innovative concepts to meet the needs of the School for consideration.

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

Clearly describe the functional approach to be employed in the performance of the Scope of Work/Services, identifying the tasks necessary to meet requirements.

Provide a proposed Project Work Plan that reflects tasks and services to be performed, deliverables, timetables, and staffing.

Describe the approach to Project Management and Quality Assurance.

Delivery is a critical factor with this project. A project timeline must be submitted

reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Proposer is selected.

Responses should include:

- Explanation of systems and/or procedures to appropriately staff their program to meet the program needs including: Driver recruiting and/or staff transition, Emergency driver absences
- Explanation of what, if any, difficulties they would have in providing service (i.e. driver and monitor recruiting) and plans to mitigate those issues. *Solutions can include collaboration with client.*
- Explanation of systems or procedures for streamlining communication to end-user
- Example emergency plans for mechanical issues, weather concerns, medical issues, behavioral concerns
- List of proposed fleets including but not limited to:
 - Model year
 - Size / capacity
 - Lift capabilities
 - Air conditioning, etc.
- Route/Run pairing process/plan
- Additional System Technology Proposed Beyond RFP Requirements
- Facility, site, property, etc.

4. Staff Qualifications and Training (25 Points)

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5. Cost Proposal (40 Points)

The fees and costs proposed by the prospective vendor shall be submitted using the format found in **Schedule A - Pricing**. All Proposers must respond to **Schedule A** for any Alternate

Proposal to be considered.

- a. Provide per day pricing for each element of service (this is to be the contracted pricing amount).
- b. The Proposer shall provide the total cost for providing all services described in the RFP.
- c. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification.
- b. Pricing shall include the transportation services required along with fulfilling the terms and conditions stated in the sample agreement for student transportation services.

c. Safety Plan

Include a copy of your company's safety plan and/or supporting documentation. The Contractor shall plan and administer a safety program in conformance with Federal and State of Louisiana Laws and Regulations. All required forms, training records, and items relative to safety and training shall be recorded and kept on file by the Contractor.

Responses should include:

- 2-Yr Contractor Preventable Accident Rate/History (documented via Loss Experience)
- Contract Preventable Accident Mitigation Plan
- 2-Yr Contractor First-Pass State Safety Inspection Rate/History
- Contract First-Pass State Safety Inspection Achievement Plan

d. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (10 Points)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

Proposer is a certified small entrepreneurship: Full amount of the reserved points (10 Points)

Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. (5 Points)

If a proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

- The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S:39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>
- The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.
- A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=sel_f_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprdl.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

A. Certification Statement

The Proposer must sign and submit the Certification Statement shown in **Attachment I, Certification Statement**. The statement must be signed by an individual who is authorized to make proposals of this nature in the name of the

firm making the proposals.

B. References

School reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent's ability to meet or exceed School's requirements.

Responses should include three (3) references from existing clients. References must include names with the respective e-mail addresses, telephone and facsimile numbers where the Contractor has provided the requested services. There is particular interest in references that would include any School Schools or organizations that are similar in size.

23. Evaluation Criteria

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation of each response will be based on its overall competence, compliance, format, organization, taking into consideration the evaluation criteria below:

Criteria	Maximum Score
1. Hudson Initiative	10
2. Staff Qualifications and Training	25
3. Approach and Methodology (Proposed Plan)	25
4. Proposed Fees	40
Total	100

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*50)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers
PC = Proposer's cost

The firm's qualifications will be evaluated by based on the proven ability of each respondent to perform the requested services and any other factor of criterion that may be deemed relevant or pertinent for its evaluation of such qualifications. The evaluation will include:

School and their consultants, 4SS expressly reserve the right to: (i) cancel this solicitation and/or reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) accept or negotiate with all proposals submitted

determined to be within the competitive range; (iv) require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration; (v) reject submissions that contain conditions and/or contingencies that in School's sole judgment, make the submission indefinite, incomplete, or otherwise non-responsive or unacceptable for award; (vi) waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to a Contractor; (vii) take any other action allowable by applicable law or regulation; (viii) reject the submission of any Contractor that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals, (ix) select for negotiation the overall best proposal or alternate submitted, in accordance the selection criteria; (x) negotiate with one or more Contractors in any manner School deems fit, (such negotiations may be concurrent or sequential as School determines); (xi) solicit Best and Final Offers (BAFO) utilizing an appropriate procedure following the conclusion of any such negotiations specified in (x); or (xii) reopen negotiations after the BAFO procedure, if it is in School best interest to do so. No Contractor shall have any rights against School arising at any stage of the solicitation from any negotiations that take place, or from the fact that School does not select a Contractor for negotiations. Contractors are advised that in no event, including, but not limited to, those events described in items (i) through (xii) of the preceding sentence, School will reimburse the Contractor for the cost of bid preparation, lost profits or consequential damages of any kind by virtue of School not selecting a Contractor to perform the work under this RFP.

24. Blackout Period

The Blackout Period is a specified period during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any employee or contractor of School involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the School in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding this solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the procurement or requirements of the RFP

25. Proposal Authorities, Restrictions & Clauses

School's Authorities and Options

- The School reserves the right to reject all proposals for any reason.
- The School reserves the right to negotiate all proposals for any reason.

Negative Assurances

- School cannot assure that student enrollment or transportation requirements will escalate, decline or remain at status quo. If this is a factor, the Contractor should indicate any minimum or maximum constraints in its proposal.
- School cannot assure that the services will be awarded to any Contractor at any time.

Prohibitions

- School shall assess, negotiate and decide on this Proposal without influence from the Contractor's employees, the Contractor's representatives or agents, the Contractor's vendors, or any other parties with a business, financial or family relationship to the Contractor.
- The Contractor is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon School, its Board, and its agents; violators will be prosecuted to the extent of the laws pertinent to School.
- The Contractor is prohibited from contacting any School representatives other

than those listed as “School Contact(s)”, unless so authorized in writing or email by the Contact.

- Inspection of all documents to assure completeness, legibility, etc.
- It is the Contractor’s duty to understand the proposal; any misunderstanding is the responsibility of the Contractor; School has no obligation to correct, reject or question any portion of the proposal.
- Abide by all Proposal Requirements, else the Proposal may be rejected by School regardless of type or significance of noncompliance.

23 Termination

- **Termination of the Contract for Cause**

School may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the School shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the School to comply with the terms and conditions of this contract provided that the Contractor shall give School written notice specifying School’s failure and a reasonable opportunity for the School to cure the defect.

- **Termination of the Contract for Convenience**

School may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

24 Dry Runs

- A. Prior to the start of each contract period the Contractor shall conduct an introductory orientation meeting for all its drivers and monitors. This orientation shall include a thorough instruction process orienting drivers and monitors as to all changes for the

-
- coming year, School policies, etc. The Orientation Meeting may be attended by School personnel.
- B. The Contractor will perform at least one real-time “dry run” (running the buses and/or vans at the scheduled times without the students) within the 10 days preceding the first day of school. The dry run day will be scheduled, and the process will be coordinated with School officials who may monitor the process without restriction. School and Contractor will meet within 24 hours of the dry run day to assess outcome of the dry run.
 - C. If the School deems an additional dry run to be necessary based upon the assessment, School may require one partial or full dry run to be performed.

25 Contractor Fiscal Efficiency & Responsibility

The Contractor will work with the School in an ongoing good-faith effort to pair, combine, and/or package bus runs with buses and/or vans to perform the Transportation services with the minimal number of buses and/or vans and drivers, doing so without jeopardizing safety or on-time performance.

The Contractor will provide the School with a quarterly efficiency report. This report will list all buses and/or vans scheduled for daily operation and list the number of runs each bus is performing each morning and afternoon. Buses and/or vans will be sorted by regular education and special needs service if possible.

The Contractor shall immediately notify the School of any new program or services that are requested of the Contractor by school officials or representatives. The Contractor shall not fulfill unauthorized requests until authorized.

The Contractor shall notify the School as school building or program times are contemplated, communicated or set that may conflict with efficient transportation service. The Contractor shall assist the School upon request as to bell time changes under consideration.

26 Notice of Intent to Award

Upon review and approval, a Notice of Intent to Award letter will be issued by the School. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of events. If this date is not met, through no fault of the School or 4SS, School and/or 4SS may elect to cancel the Notice of Intent to Award letter and make the award to the next Contractor if all specifications are met. The School and/or will also notify all unsuccessful Contractors as to the outcome of the evaluation process.

27 **Liquidated Damages**

Prompt and safe transportation of students to is essential for students to benefit fully from their educational experience. Late or unsafe transportation burdens students, their families, and School staff. Due to the nature of the services to be rendered by the Contractor, it would be impractical and extremely difficult to determine actual damages resulting from the Contractor's failure to provide adequate services under this Agreement. It has been determined that certain failures to perform inherently involve damage. Accordingly, after 30 days from the first day of school of any school year, liquidated damages in the amounts listed in **Exhibit A – Liquidated Damages** will be applied for service deficiencies. One or more of the damages may apply to any one route or occurrence. Damages will not be imposed for situations beyond the control of the Contractor. This includes, but is not limited to: non-preventable accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets. If a bus is late due to no fault of the Contractor or the bus driver, the Contractor must provide to the School written notice of the reason for the delay within twenty-four (24) hours to avoid liquidated damages. The final decision relative to whether liquidated damages are to be assessed rests with the School and will be based on the School's investigation of the circumstances of each incident.

There may be assessed as liquidated damages the amounts set out in **Exhibit A – Liquidated Damages**. The damages are cumulative if a single incident includes more than one category. It is important to note that the School desires to not assess any liquidated damages and trusts that the service being provided will preclude this item from being enforced.

28 **Right of Negotiation**

School and/or 4SS reserve the right to negotiate with the successful Contractor on final terms, conditions, and requirements, including cost.

29 **Contract Supporting Documents**

Proposers are urged to include the following supporting documents with their proposal(s). These documents will be required should this RFP result in a contract.

- W-9 - Must be completed for any contractor to receive payment from the state of Louisiana. The name and address provided will be used on any contract resulting from this RFP. The W-

9 form can be found at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- Disclosure of Ownership – Required if company is for-profit and domiciled outside of Louisiana.
<http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>
- Secretary of State – Companies must be registered and “In Good Standing.” Proposers may apply online at <http://www.sos.la.gov/>. To learn a company’s Status, search: <https://coraweb.sos.la.gov/CommercialSearch/CommercialSearch.aspx>. Provide the printout showing the company’s status with the proposal.
- Board Resolution / Signature Authority Letter – Lists the individual authorized to sign contractual documents. (Signer cannot grant him/herself authority to sign, unless it is a sole-proprietorship.)

Certification Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. School requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: ___ (___) ___

C. Facsimile Number with area code: ___ (___) ___

D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Schedule A - Pricing

ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS

The bidder shall state a guaranteed minimum number of school buses and a guaranteed maximum number of school buses available for performance of the services specified herein. The School reserves the right to award all routes or a portion of all routes to one or multiple vendors. Price will not be the only determining factor in the award or awards.

_____	Guaranteed minimum number of school buses and/or vans*
_____	Guaranteed maximum number of school buses and/or vans*

*The School anticipates needing Fifteen (15) buses for the duration of the contract.

The proposer shall provide below firm, fixed prices for transportation services in accordance with the requirements and provisions specified herein.

Home to School Transportation

The proposer shall state a firm, fixed price for both the basic rate per school bus and/or van, per day and the excess rate per school bus and/or van, per hour for all school bus and/or van sizes listed below for each pairing:

The contractor shall be compensated at the applicable basic rate per school bus and/or van, per day as stated below for each route consisting of up to five and one-half (5.5) hours live time transportation service. A regular route operating only in the morning or only in the afternoon/evening consisting of up to two and one half (2.5) live time transportation shall be compensated at one-half (1/2) of the applicable basic rate per school bus and/or van, per day stated on the Pricing Page. In addition to the applicable basic rate per school bus and/or van, per day, the contractor shall be compensated at the applicable excess rate per school bus and/or van, per hour as stated below for live time transportation service in excess of five and one-half (5.5) hours. For service in increments of one-quarter (1/4) of an hour, the contractor shall be compensated at the same portion of the excess rate per school bus and/or van, per hour stated below. The one-quarter hour shall be calculated by rounding the time driven to the closest quarter hour. The rounding calculation shall mean that the excess minutes from one (1) to seven (7) shall not cause any added cost (rounded down to the closest one-quarter hour), those minutes from eight (8) to fifteen (15) shall create added cost based on the quarter hour rate (rounded up to the next one-quarter hour).

For School Years 2025/2026 & 2026/2027

The proposer must indicate below the percentage of price increase or percentage of price decrease applicable. If a percentage is not quoted (i.e. left blank), The School shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below will be used in the cost evaluation process to determine the lowest offer and the potential maximum financial liability to The School.

Annual Increase

Year2 (2025 /2026) Period: +/- _____ % over 2024/2025 rates
Year3 (2026/2027) Period: +/- _____ % over 2025/2026 rates

Regular Transportation-School Bus (Minimum 5.5 hours of daily service)

Transportation Basic Rate
All Routes Per Bus Per Day \$ _____

Transportation Excess Rate
Excess Hourly Rate per Hour over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Monitor Basic Rate
Rate Per Monitor Per Day
(Contractor-supplied, during live time) \$ _____

Monitor Excess Rate
Excess Hourly Rate per Monitor over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Regular Transportation-Van (Minimum 5.5 hours of daily service)

Transportation Basic Rate
All Routes Per van Per Day \$ _____

Transportation Excess Rate
Excess Hourly Rate per Hour over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Monitor Basic Rate
Rate Per Monitor Per Day
(Contractor-supplied, during live time) \$ _____

Monitor Excess Rate
Excess Hourly Rate per Monitor over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Field Trip Transportation Service:

Basic Rate Per Hour \$ _____

Excess Rate Per Hour
(Charged in 1/4 hr. increments) \$ _____

Add on Items:

Daily per-bus add-on cost for providing Digital Cameras: (Minimum three camera view) \$ _____

Special Needs Transportation

Increase to above rate to add Wheelchair/Lift capability: \$ _____

Exhibit A-Liquidated Damages

	Brief Description	Penalty
1.	Failure to notify the School of any route running more than 15 mins late	Cost of alternate transportation and \$25.00 fine may be imposed.
2.	Failure to notify School of any route running more than 30 minutes late.	Cost of alternate transportation and \$100.00 fine.
3.	Doubling of routes	Cost of alternate transportation and \$50.00 fine may be imposed.
4.	No updated route sheet	\$25.00 fine may be imposed.
5.	Contractor must obtain prior approval from School for any changes to P/U & D/O times or locations.	Cost of alternate transportation.
6.	Driver/monitor not displaying proper photo ID.	Damages in the amount of \$10.00 per occurrence.
7.	A driver who has not successfully completed training required by School and is not qualified and or properly permitted	Damages in the amount of \$500.00 per occurrence
8.	Drivers or monitors smoking on the bus, regardless of whether students are on board	Damages in the amount of \$100.00 per occurrence
9.	Failure to have a radio(cellphone), working fire extinguisher, first aid kit, emergency triangles, and video box (if required) on the bus	Damages in the amount of \$100.00 per occurrence
10.	Routes involved in a Preventable Accident.	Cost of alternate transportation.
11.	Bus not identified with School specified route sign while in service to School.	Damages in the amount of \$25.00 and the cost of any alternate transportation.
12.	Two-way radio not working.	Damages in the amount of \$50.00 and the cost of any alternate transportation.
13.	Digital video camera/system not in place or not functioning properly.	Damages in the amount of \$25.00 per occurrence.
14.	Failure to provide, at a minimum, one full time manager/assistant manager on duty while SCHOOL routes on the road.	Damages equal to the cost of one route.
15.	Failure to dispatch athletic, activity, or field trip including	Damages in the amount of \$50.00 and the cost

	failure to arrive on time.	of any alternate transportation.
16.	Failure to report accident or student injury per specifications.	\$100.00 fine per occurrence.
17.	Failure to file an accident report within 24 hours to School Transportation Department.	\$25.00 fine per occurrence.
18.	Failure to provide Special Needs bus with All required equipment per IEP and Contract (AC, Lift, etc).	Damages in amount of cost per run per day.
19.	Failure to provide properly trained and qualified monitor/attendant.	Damages in amount of \$50.00 per run per day and loss of revenue for monitor/run/day.

Exhibit B-Student Transportation Rules and Regulations

Benjamin Franklin Elementary Mathematics and Science School follows the student transportation policy set forth by the Louisiana Department of Education (LDE) in Bulletin 119 revised February 2016 for school bus transportation. Walkers and students who arrive by carpool are also required to follow specified regulations. This document is intended to clarify the rules and regulations of students getting to and from school.

Yellow Bus Service

1. Benjamin Franklin Elementary Mathematics and Science School provides, via its contracted vendor for student transportation services, free yellow school bus transportation to its schools' students based on the following criteria:
 - General Education Grades PK – 2nd:** Pre-K students will be eligible to ride a bus and will be picked up at the nearest safe corner. For Grades 1-2, students who live 1 mile or more from the school will be eligible for free transportation. These eligible students shall be picked up at the nearest safe corner from their home. For all students grade 2 and younger, a responsible adult must be present at the bus stop to meet the student. If there is no one at the stop to meet the student, the vendor will attempt to call the parent while the driver continues the route and will return to the stop after the route is complete. If there is still no one at the stop when the bus returns, or the vendor is unable to contact a parent/guardian, the vendor will contact the student's school and attempt to return the student to the school. If no one is available at the school, the vendor will turn the student over to the New Orleans Police Department.
 - General Education Grades 3rd - 8th:** Students who live 1 mile or more from the school will be picked up at a bus stop no further than 1 mile from their home.
 - Students with Disabilities Grades PK - 8:** Students whose IEPs require transportation shall be provided such transportation service as outlined in their IEP.
 - Students traveling between campuses:** Students who travel from the Middle School campus to the Elementary campus for Bear Care, clubs, or carpool are to get on the bus designated by the Dean of Students at the Middle School. Students are to follow all rules and directions of the adults when getting off at the Elementary campus. No student other than those designated to disembark at the Elementary campus will be allowed off of the bus.
 - First Few Weeks of School:** Parents should be aware that the first few weeks of school are always a transitional period and as such population changes and address changes affect routes and they are adjusted quite frequently. We ask that parents be patient and understanding during this period.

2. Specific Criteria for Contracted Bus Service

- a. No bus run on a route shall exceed 60 minutes; the school will work with the vendor to develop routes with a target route time of 45 minutes.
- b. No bus route shall operate across parish lines.
- c. The bus driver shall inspect the bus closely, including behind and under all seats, prior to leaving the school in the morning and prior to returning to the route completion to ensure that no student has been left on the bus.

3. Communications

- a. **Bus Status:** For information on the status of a bus and for other bus related concerns, parents/guardians and employees shall call the Transportation Hotline at 504-304-4107.
- b. **Student Discipline Findings:** The school will communicate with the parent through letter or phone when a student has received a disciplinary consequence as a bus rider. Should a parent/guardian want to appeal a school bus ridership suspension, the parent/guardian shall contact the CEO/Principal or Assistant Principal. The CEO/Principal or Assistant Principal shall review the discipline action, and the Administrators determination in conjunction with the transportation policy shall be final.
- c. **Bus Routes:** Routes once finalized will be posted on the school's website and communicated with parents. Prior to the final determination, the Operations Manager shall work with the vendor for review and possible establishment of new stops. Once the stops are finalized, there will be no new stops added.
- d. Any student who is not at his/her designated stop for 5 consecutive days will be dropped from the route. It takes 3 days for a student to be re-added to a bus route.
- e. **School Cancellation:** The school will provide notice of school cancellation to the parents as soon as possible. Please make sure your information is up to date in our PowerSchool system to receive robo calls.

4. Student Rules for Bus Transportation

School Transportation is an extension of the school classroom and all school rules are in while waiting to board the bus and during the route. Please review these rules with students who ride the bus.

- All students must have identification either on their person or in their backpack. This ID needs to have their name, address, phone, bus stop location and bus number.
- When the bus arrives either to board at the AM stop or to board from school in the PM, students should stand well back from the curb or stopping point and wait until the bus comes to a full stop. If students are close enough to be able to touch the bus at any point when standing outside, they are in danger of being hurt.
- Students must sit in their assigned seats. Younger students must sit towards the

front of the bus.

- Students are not to change seat assignments, stand or move about the bus.
- Students must not place head or arms out of windows.
- Students are not allowed to eat or drink on the bus.
- Vandalism is a serious offense. Students are not to mark, litter, or damage the vehicle.
- Weapons, drugs, fighting, fireworks, lighters, inhalants or sexual contact is prohibited.
- Students should avoid unnecessary loud talking, yelling or distractions that can affect the safe operation of the driver.
- Students should not share belongings on the bus and keep objects on their lap or in their booksack/purse/pocket.
- **Obscene language, bullying, harassing or teasing is not allowed.**
- Students must be quiet in bus organization areas and when walking to board the bus to hear directions from the adults on duty.
- At no time are parents allowed to board the bus during AM or PM routes.

7. Student Discipline Procedures

Riding the bus is a privilege. A violation will result in the actions listed below.

Class 1 Rules Violations include:

- Refusal to sit quietly to receive direction for bus loading.
- Refusal to sit in assigned seat.
- Littering on the vehicle.
- Eating, drinking or chewing gum on the bus.
- Unnecessarily standing on the bus.
- Putting any parts of the body outside the bus window.
- Insubordination or refusing to follow direction from a driver or monitor.
- Offensive or obscene language or items on the bus.
- Bullying, harassment or teasing.
- Parent/guardian not at the bus stop to meet any student grade 2 or younger, and students of any age with significant physical, cognitive or social/emotional impairments.

If a student commits a Class 1 discipline violation, actions taken shall be as follows:

- 1st Violation: Warning is given to parent/guardian from the CEO/Principal, Assistant Principal, Dean of Students, or Ranking Teacher
- 2nd Violation: Student is suspended from the bus for 1 days
- 3rd Violation: Student is suspended from the bus for 5 days
- 4th Violation: Student is ineligible for transportation for the remainder of the school year.

The vendor shall make every attempt to establish discipline (i.e. changes in seat assignments) after a student's first Class 1 violation.

Class 2 Rules Violations include:

- Weapons or drugs brought on the bus
- Throwing items from the bus or at the bus
- Defacing or damaging the bus in any form
- Fireworks, Lighters or explosives on bus
- Use of inhalants on the bus
- Any conduct that would jeopardize the safety and wellbeing of other students or the driver
- Fighting on the bus or at the stop
- Sexual contact of any nature
- Parent or other adult boarding the bus

If a student/parent commits a Class 2 discipline violation, the student will be ineligible for transportation for the remainder of the school year.

All suspensions/expulsions include extracurricular trips of any type.

Exhibit C-New Orleans City Council Ordinance, Chapter 162, Article XVI

ARTICLE XVI. - SCHOOL BUSES

DIVISION 1. - GENERALLY

Sec. 162-1800. - Certificate required.

- (a) No school bus shall be operated on the streets of the city unless the owner of such vehicle has first applied for and received a certificate of public necessity and convenience (CPNC) in the manner provided in this chapter.
- (b) It shall be unlawful for any person to transport or offer to transport passengers in any school bus which does not have affixed to the windshield thereof a valid for-hire vehicle inspection certificate issued along with a valid CPNC as set forth by the director of safety and permits.
- (c) All certificates of public necessity and convenience shall remain as the property of the city.
- (d) Notwithstanding section 162-321, school bus CPNCs shall not be transferred, sold, or given from one holder to another including the sale of one company in its entirety to another.
- (e) Delinquency penalty. A CPNC expires on April 30 of each year and must be renewed within the month following expiration (May) for a fee of \$150.00. A CPNC renewal that is submitted in the month of June is subject to a delinquency penalty of \$150.00 in addition to the renewal fee of \$150.00. A CPNC renewal that is submitted in the month of July is subject to a delinquency penalty of \$150.00 in addition to the renewal fee and the June delinquency penalty. A CPNC shall not be renewed after July 31; however, the director of the department of safety and permits (or his designee) at his discretion may make an exception for good cause shown by the CPNC holder. The request for an exception must be made in writing before August 1 and if granted is subject to a delinquency penalty of \$50.00 per month beginning in the month of August. This delinquency penalty shall be in addition to the fees and penalties outlined above.
- (f) Revocation of CPNC. A CPNC that is not renewed by July 31 is suspended. A CPNC shall be revoked if a renewal is not submitted in May, June, July or within the extended time period granted by the director or the designee.
- (g) Extension for acquiring a vehicle and fee. Compliance with the requirement that a CPNC holder must have a vehicle in service may be extended for a period of time by the director of the department of safety and permits (or his designee) for good cause. The first extended time period is limited to a maximum of 90 days. Additional extensions may be granted but the aggregate of such extensions is limited to a maximum of one year. There is no fee for the first extension. Additional extensions are subject to a fee of \$50.00 per month. If a vehicle is not placed into service within the extended time period granted by the director or the designee, the CPNC shall be revoked.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1801. - Special regulations for school buses.

In addition to the other applicable provisions of this chapter, all holders of a school bus certificate of public necessity and convenience and school bus operators shall comply with the applicable provisions of this article.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1802. - School bus liability insurance coverage.

All school buses operating in the city shall have current liability coverage for each vehicle.

- (a) The liability coverage for a school bus engaged exclusively in the transport of children to and from school and related activities shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$1,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon and street.
- (b) The liability coverage for a school bus that is additionally engaged in transport for hire to parties other than schools or traveling more than ten miles outside of the city shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$5,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1803. - School bus parking and waiting areas.

School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by Chapter 154 of this Code or the Comprehensive Zoning Ordinance. Vehicles found to be parked, stored, or otherwise not actively operating in any such area shall be subject to administrative action by the ground transportation bureau under the provisions of this chapter in addition to action by any other enforcement agency of the city.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1804. - CPNC pre-requisite for contracting for service.

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- (a) The owner, operator, or any other person in possession of a school bus as defined by this Chapter shall not contract with the owner, operator, institution, or entity responsible for the students who will be transported in said vehicle without the issuance of a CPNC and presence of a valid inspection certificate.
 - (b) Owners, operators, institutions, and/or entities responsible for the students for whom transportation is being provided shall ensure potential vendors possess the requisite documentation from the City of New Orleans prior to allowing such vendor to transport children.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1805—162-1809. - Reserved.

DIVISION 2. - SCHOOL BUS DRIVER REGULATIONS

Sec. 162-1810. - School bus driver permit required.

It shall be unlawful for any person to operate a school bus, or other for-hire vehicle utilized in the transportation of preprimary, primary, or secondary students to or from school or related events within the city without possessing a current school bus driver's permit.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1811. - Identification and uniform.

All school bus drivers are required to wear photo identification containing the operator's name and the affiliated company. This identification shall be worn during all duty hours and shall be worn to be plainly visible at all times.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1812. - School bus driver background checks.

- (a) Applicants must be 21 years of age or older.
- (b) Applicants for a school bus driver's permit, or a renewal thereof, must undergo a criminal background investigation as described in R.S. 17:15 and 15:587.1.
- (c) Applicants must have a current and acceptable driving record verified as required by R.S. 17:491.1.
 - (1) Drivers must report moving violation convictions in accordance with CDL requirements.
 - (2) No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:

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- A. DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;
 - B. Leaving the scene of an accident involving an injury or fatality; or
 - C. Any felony involving the use of a motor vehicle.
- (d) Drivers must have a commercial driver's license (CDL) issued by the state of Louisiana, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization shall also be required for operators of vehicles equipped with airbrakes
- (e) Drivers must pass a physical and eye examination meeting current CDL requirements annually. A copy of the examination record must be filed with the bureau before the beginning of each school year.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1813. - Drug screenings.

Applicants for a school bus driver permit must pass initial drug and alcohol screening requirements and United States Department of Transportation-directed random testing, as specified by the Federal Motor Carrier Safety Administration.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1814. - Training certificate and line letter.

- (a) Initial applicants for a school bus driver permit must submit a letter of employment from a school bus company operating within the city and documentation of completed training as required by the State of Louisiana Department of Education.
- (b) Renewal applicants must submit documentation of completing continued certification to include a minimum of eight hours biannually.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1815. - School bus attendants (aides).

It shall be unlawful for any individual to be employed as a school bus attendant on any school bus which has been issued a CPNC under this article without first having been issued a school bus attendant permit. This section shall not apply to a school bus attendant employed directly by a school. The application criteria for a school bus attendant shall be the same as an applicant for a school bus driver's permit except for the driving requirements as outlined in section 162-1812(c) through (e), and section 162-1814.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1816—162-1819. - Reserved.

DIVISION 3. - SCHOOL BUS VEHICLE REQUIREMENTS

Sec. 162-1820. - Maintenance and appearance of school buses.

Each school bus driver shall be fully responsible for the exterior and interior physical appearance of the vehicle. Interiors of all school buses must be kept free of debris. Dashboards must be maintained free and clear of paraphernalia and other items not necessary for the operation of such vehicle. The penalty for one violation of this section within a one-year period shall be \$50.00. The penalty for a second violation within a one-year period shall be a minimum \$75.00 fine plus a minimum ten-day suspension from operating any school bus. The penalty for a third or subsequent violation within a one-year period shall be a minimum \$100.00 fine plus a minimum 90-day suspension from operating any school bus.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1821. - School bus vehicle requirements.

No vehicle shall be approved to operate as a school bus under this chapter unless the vehicle is manufactured specifically to transport students and meets the specifications outlined in this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1822. - School bus age requirements.

- (a) Any used school bus purchased for use in the city by or for a school system shall meet current state legal requirements for motor vehicles and shall meet state specifications for school buses that were in effect on the date the vehicle was manufactured. No vehicle with rated capacity of more than ten passengers shall be classified as a school bus and thereby used to transport students to and from school and school-related activities unless said vehicle originally was manufactured and certified as a school bus and maintained the certification as a school bus all in accordance with federal and state requirements throughout the life of the vehicle.
- (b) All replacement school buses used on daily routes, at the time they are acquired by the owner, shall be no more than ten model years old for all owners/operators and school districts. The number of years shall be determined from the date of the model year.
- (c) Any school bus used as an activity or backup bus, at the time it is acquired by the owner and placed in service, shall be no more than 15 model years old. The number of years shall be determined from the date of the model year.
- (d) Any school bus used as an activity or backup bus that is older than 15 model years shall not be used more than 60 consecutive school days in a school year.
- (e) School buses shall not exceed the age of 25 model years.

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- (f) For purposes of this section, the vehicle's age shall be determined based on the vehicle's model year, such that a vehicle with a model year of 2000 shall have a vehicle age of one year as of January 1, 2001.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1823. - Inspection required.

- (a) Every school bus for which a CPNC has been issued pursuant to the provisions of this chapter shall be submitted to the for-hire vehicle inspection station by the CPNC holder, or their authorized designee, for mechanical inspection semi-annually.
- (b) One of the two required inspections must be conducted in the months of June, July, or August prior to the beginning of the school year.
- (c) Other inspections may be required pursuant to the provisions of this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1824. - Nonscheduled inspections.

All school buses shall at all times be subject to inspection by personnel of the ground transportation bureau and be maintained in a condition of mechanical fitness with respect to each element of safety as required by law. The department of safety and permits shall have the power and authority to require inspections from time to time, other than those herein prescribed, when same through reason and sound judgment are deemed necessary.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1825. - Criteria and regulation of inspection of school buses.

- (1) General inspection requirements:
- (a) Notwithstanding any other provision of this chapter to the contrary, the director of the department of safety and permits, or his designee, shall have the authority to inspect school buses where they are customarily housed or at inspection locations deemed appropriate by the director.
- (b) Every school bus shall be painted National School Bus Glossy Yellow except that the hood shall be painted the same color or lusterless black and its roof may be painted white. Bumpers shall be painted glossy black, except that for increased night visibility they may be covered with a retroreflective material.
- (c) Investigators shall issue a "do not operate" for vehicles with improper emergency safety equipment, non-functioning stop arms or signals, no brake lights, broken door handles, balding tires, or for safety hazards.

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- (d) Each school bus shall be maintained in a clean condition. There shall be no tears or rust holes in the vehicle body and no loose pieces such as fenders, bumpers or trim hanging from the vehicle body. There shall be no unrepaired body damage or any condition that would create a safety problem or interfere with the operation of the vehicle. Failure to maintain a vehicle in such a condition may result in a "do not operate."
 - (e) The time frame that deficient vehicles may operate with minor deficiencies, such as no hubcaps and deficiencies with signage, is set at three days or the next inspection date, whichever is sooner.
- (2) School buses shall be inspected in accordance with the following criteria:
- (a) Proof of insurance;
 - (b) CPNC certificate;
 - (c) Vehicle registration;
 - (d) License plate;
 - (e) Proof of insurance;
 - (f) A current and valid motor vehicle inspection certificate (brake tag).
- (3) Exterior check list:
- (a) Brakes;
 - (b) Lighting systems;
 - (c) Stop arms;
 - (d) Crossing control arm;
 - (e) Audible backing alarm;
 - (f) Mirrors;
 - (g) Service door;
 - (h) Emergency exit door;
 - (i) Bumpers;
 - (j) Tires;
 - (k) Mud flaps;
 - (l) Windshield, windows, glass;
 - (m) Exhaust system;
 - (n) Battery;
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- (o) Paint.
- (4) Interior checklist:
- (a) Stepwell, aisle and floor covering;
 - (b) Emergency equipment (first aid kit, fire extinguisher, warning devices);
 - (c) Defrosters;
 - (d) Sun shield;
 - (e) Instrument panel;
 - (f) Seat belts, as required by manufacturer specifications;
 - (g) Seats and guard rails.
- (5) Information to be displayed:
- (a) The words "School Bus" must be on the front and rear of the vehicle in plain, black letters at least eight inches in height.
 - (b) CPNC identification number on the sides between the rear wheel and bumper, rear and front;
 - (c) CPNC holder name displayed on the sides at the bottom center of the bus,
 - (d) Bus company name displayed at the beltline;
 - (e) The location of the battery identified by the word "battery" or "batteries" on the battery compartment door in two-inch lettering;
 - (f) "Handicap" symbol, identifying the bus as equipped for or transporting student with disabilities; however, the symbol shall not be placed on the glass of the rear emergency exit;
 - (g) The stop arms shall be painted red with the word "Stop" in white letters, or the stop arms may be covered by a manufactured decal with the same color combination.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1826—162-1829. - Reserved.

DIVISION 4. - OPERATING REQUIREMENTS

Sec. 162-1830. - School bus trip sheets and records.

- (a) Pre-trip and post-trip inspection checklists, which shall be subject to the approval of the director of safety and permits, must be completed by drivers each day and maintained by the CPNC holder for a period of no less than two years and be available for examination by the director of safety and permits, or his designee.

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- (b) Every business entity or individual operating a school bus shall keep daily records including dispatch records, vehicle safety complaints, all accepted telephone calls, daily vehicle sign out logs, vehicle collision reports, service response time reports, reports of crime against for hire drivers, lost property reports, CPNC numbers, and drivers of each vehicle for which a CPNC has been issued. Such records shall be preserved for a period of two years and be available for examination by the director of safety and permits, or his designee.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1831. - School bus locations.

Prior to the start of each school year, the storage location of all school buses as well as the schools generally serviced by such buses must be filed with the bureau. Any changes or alterations must be submitted in writing to the bureau within five business days of changing the locations.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1832—162-1899. - Reserved

