## John Hancock Charter School

## **Request for Proposals**

School Bus Transportation

Notice is hereby given that John Hancock Charter School, Eagle Mountain Campus, will receive proposals for the implementation of a school bus transportation contract.

Proposals shall be delivered in their final form to:

#### John Hancock Charter School 2890 Scarlet Rd. Eagle Mountain, UT 84005

or

Sent via email to mistydefarias@johnhancockcs.org

### by 1:00 pm on Monday, July 7, 2025

# Proposals received after the above cited time will be considered late and are not acceptable.

- Summer office hours for the school are from 9:00 A.M. to 12:00 P.M. Tuesdays and Wednesdays during the month of June. The school office will be closed in July.
- Please direct questions to Misty DeFarias at <u>mistydefarias@johnhancockcs.org</u>.

#### I. PURPOSE OF PROPOSAL

John Hancock Charter School (JHCS), Eagle Mountain is accepting bids for daily transportation services for students of the Eagle Mountain Campus as well as regularly scheduled field trips.

#### II. PROPOSAL TERMS

A. JHCS reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous in its combination of pricing, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which JHCS may choose to consider.

B. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, and deadlines for submission of the RFP may be adjusted to allow for revision.

#### III. GENERAL BIDDING INSTRUCTIONS

A. Contractor shall provide background checks for any employee who works on a school bus and is in any way involved in the supervision of minor children. Results of background checks shall be made available to JHCS upon request.

B. Contractors must satisfy themselves, upon examination of the specifications herein, as to the intent of all such specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

C. All bids shall be deemed final, conclusive and irrevocable, and no bid shall be subject to correction or amendment for any error or miscalculation.

D. No contract shall be assigned or any part of the same subcontracted without written consent of JHCS. In no case, shall such consent relieve the Contractor

from its obligations, or change the terms of the contract.

E. Contractor shall maintain all equipment solely at its cost in accordance with all State and Federal laws and regulations. Such equipment shall be maintained in good mechanical order at all times to pass State and Federal school bus inspection requirements. Buses shall be kept in clean and sanitary condition and open to inspection by JHCS at all times.

F. 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 JHCS and without claims for adjustment per diem, or per trip compensation.

G. Standby buses meeting the same specification of the route buses shall be available to be used in the event any buses regularly transporting students shall be inoperable.

H. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract and, in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public due to race, creed, color, age, sex or national origin, nor otherwise commit any unfair employment practice.

#### IV. STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected Contractor will be required to adhere to the following standard contract provisions which will become a part of any formal agreement:

A. SUB-CONTRACTS – Contractors shall bid on all routes in connection with these specifications. It is unacceptable to sub-contract any portion of the routes to other contractors.

B. INDEMNIFICATION AGREEMENT – Contractor agrees to indemnify, hold harmless and defend JHCS and all administrators, employees, agents or servants against all suits, actions, legal proceedings, claims and demands, and

against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

C. PERSONNEL –It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. Contractor shall underwrite all costs incurred to provide qualified drivers including training, physical examinations, license and permit fees, recruitment, and any other related fees.

The parties agree that the Contractor shall not be held or deemed in any way to be an agent, official or employee of JHCS, but rather an independent Contractor furnishing transportation services to JHCS.

D. INSURANCE-Contractor shall carry, pay for and keep in force comprehensive general liability and comprehensive automobile liability. Current certificates shall be presented throughout the term of the contract, and shall name JHCS as additional insured. Minimum insurance requirement of \$1,000,000 per occurrence/\$2,000,000 aggregate shall be maintained. The policy naming JHCS as additional insured shall provide a 30-day notice of cancellation.

Worker's Compensation Insurance with a minimum limit of \$100,000 per accident is also required.

No payments will be made to the Contractor until current certificates of insurance have been received and approved by JHCS. If the insurance expires or is cancelled during the term of the contract, services and related payments will be suspended until proof of reinstatement is provided.

E. EQUIPMENT- Contractor agrees to provide a minimum of two route buses with seating capacity of 81-84 students 3 per seat. A back-up vehicle in the event equipment failure is required so as not to interrupt daily routing services.

F. ROUTES AND SCHEDULES- Contractor will provide two transportation routes to JHCS for 180 in-session school days. JHCS will provide the suggested routes and schedule to Contractor. Modifications to routes and/or times may be suggested and implemented upon approval by JHCS.

In addition, Contractor will provide field trip transportation to various local venues departing from JHCS for field trips with varying destinations and times as

negotiated with the school. Contractor shall respond within 24 hours to all field trip requests to confirm availability and provide cost.

G. DISCIPLINE AND SAFETY – Contractor agrees to comply with JHCS's procedures and protocols related to discipline, communication, safety, and pick-up and drop-off at all times.

H. STUDENT MANAGEMENT – Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by JHCS. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to JHCS within 24 hours of occurrence.

I. REQUIRED RECORDS – Contractor shall maintain and complete accurate records of bus maintenance inspections as required by the State, trips provided under this contract, all disciplinary actions, and such other reports JHCS may request.

J. EMERGENCY CANCELLATION OF TRANSPORTATION – Contractor will follow JHCS's procedures for emergency cancellation of transportation in cases where weather conditions may preclude the movement of buses or pose a safety concern. Upon JHCS's request, Contractor may provide professional advice prior to busing cancellations.

K. CANCELLATION – In the event that either JHCS or Contractor shall willfully violate any of the covenants or duties imposed upon by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party sixty (60) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

#### V. PROPOSAL REQUIREMENTS

A. TERM OF CONTRACT – The term of this contract is for three years beginning August 2025 and ending June 2028.

B. BID RESPONSE – Contractor must affirm that the costs stated in the RFP will be valid for the three-year period after the proposal is submitted and/or provide a detailed explanation of potential cost increases and calculations due to situations

unforeseeable by Contractor (i.e. cost of fuel increase)

C. INVOICES – Invoices should be documented in writing with the date of service and the details of each trip.

D. BID COST SHEET – Pricing shall be submitted on the attached Bid Cost Sheet form.

#### VI. BID COST SHEET FORM

#### Proposed Service Model Morning Bus Routes

Route 1 (Early Start):

- Pickup begins at Cory Wride Park
- Follows Bus Route B as outlined in the attached Bus Route B Map
- Drop-off at the school no later than 8:10 a.m.

Route 2 (Later Start)

- Same route as Route 1.
- Route 2 begins immediately after Route 1 drop-off
- Drop-off at the school no later than 8:30 a.m.

Annual Route Cost \$

Proposed Service Model Afternoon Bus Routes

Afternoon trips will mirror the morning schedule:

- Route 1: Departs school at the end of school day for early-dismissal halls
- Route 2: Follows shortly after for late-dismissal halls.

Annual Route Cost \$

Please provide an explanation at how route costs are calculated, and what cost implications may arise with the addition or change to an existing route:

#### Field Trips Field Trips upon request

Describe how hours are calculated and the cost per hour for all other requests.

Cost Per Hour \$

**Other Potential Costs** 

Explain any other charges JHCS may incur, and how such charges are calculated, including but not limited to an increase in diesel fuel costs: