



**Multnomah Education Service District  
Request for Quotations #345-21-MIG01  
and Specifications for  
School Bus Transportation for Migrant Summer School (2021)**

Multnomah Education Service District (hereinafter referred to as District) is seeking quotes on School Bus Transportation for students living throughout East Multnomah County to attend Migrant Summer Programming. Students will be transported to and from their homes to the Migrant Summer Programming sites at a location to be determined as described in this Request for Quotations (RFQ).

Quotes will be received until

**2:00 p.m. PDST** (Pacific Daylight Savings Time),  
**Friday, June 4th, 2021**

at District's Migrant Education Program, attn.: Kristen Sheaffer, [ksheaffe@mesd.k12.or.us](mailto:ksheaffe@mesd.k12.or.us)

Quotes need not be sealed, and they may be sent to District via email at the email address listed above. Please include "RFQ 345-21-MIG01" in the subject line for emails sent to this address. District may reject Proposals received in any other format.

Questions about this RFQ may be directed to Kristen Sheaffer at the email address listed above or by telephone at (717) 682-1454.

**INSTRUCTION TO QUOTERS**

QUOTATIONS, TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, SPECIAL AND GENERAL TERMS AND CONDITIONS, AND SUCH QUOTATIONS, AND ANY CONTRACTS RESULTING THEREFROM, SHALL BE SUBJECT TO ALL THE INSTRUCTIONS, TERMS AND CONDITIONS HEREOF.

***Note for Successful Quoter:***

*Please note that the Successful Quoter will be required to draw up an efficient itinerary with times for the pickup and drop off of students, and will be required to present the itinerary to District by June 11, 2021, to enable District to notify students and their parents of the pickup and drop off times.*

**Description of Services**

Successful Quoter shall plan and execute a schedule designed to provide safe and efficient transportation of eligible Migrant Education Program students from pick up points near their residences in Centennial, David Douglas, Gresham-Barlow, Parkrose and Reynolds School Districts to a location to be determined, and the safe and efficient return for those same students to their points of origin on the dates as noted in this document. Successful Quoter shall provide a copy of this planned schedule to District by **June 11, 2021**.

It is District's desire to notify parents when to have their students ready for pick up each school day and then when to expect them to be dropped off at the end of each school day during the contracted period.

On the dates noted below, buses shall depart from the listed stops at the times designated by the Successful Bidder's schedule. No bus shall depart from a designated stop early or pass a stop without stopping unless receiving permission from the Program Coordinator. Under no circumstances should a student be required to cross a street during pick up and drop off. Pick up and drop off locations must always be the same. For example, if a pick up location is at the entrance of an apartment complex, the drop off location must be at the same entrance. Buses shall arrive promptly at the location to be determined..

District will meet buses to assist with the orderly dismissal of students from the bus.

For the afternoon schedule, the Successful Bidder's planned schedule shall show drop off locations in reverse order from the morning schedule, with buses leaving the location to be determined at the end of the student programming.

**Dates of Service**

The use of this transportation will be on the following dates:

**Summer, 2021**

\*Monday, June 14, 2021-Friday, August 6, 2021 (variable and dependent on out-of-state student arrivals and departures)

\*Possible 1 day trips for 5th-6th grade students for middle school enrichment. Dates TBD.

Tuesday, June 29, 2021

Wednesday, June 30, 2021

Thursday, July 1, 2021

Tuesday, July 6, 2021

Wednesday, July 7, 2021

Thursday, July 8, 2021

Monday, July 12, 2021

Tuesday, July 13, 2021

Wednesday, July 14, 2021

Thursday, July 15, 2021

Friday, July 16, 2021

Monday, July 19, 2021

Tuesday, July 20, 2021

Wednesday, July 21, 2021  
Thursday, July 22, 2021  
Friday, July 23, 2021

**Expected Volume**

Although District does not yet know the exact number of students who will be enrolled in the Migrant Summer School program, the current expectation is that the services will require one to two buses of sufficient total capacity to carry approximately 26 students each.

**Assigned Drivers**

Subject only to illness or replacement from trained driver cadre, the same drivers shall be used on the routes as originally assigned for all dates listed above. All drivers shall have complied with State of Oregon and Oregon Department of Education requirements and background checks. Drivers should be culturally sensitive and professional in their interaction with students and other adults at all times.

**Vehicles Furnished**

The Successful Quoter shall furnish for this service a motor vehicle, or vehicles, which shall meet current federal and state standards for school bus safety, regardless of the date of manufacture of the school bus.

**Reports**

All reports required by applicable State law or regulation in cases of accident shall be filed promptly, as due, and one additional copy of each such report of accident shall be made and filed with the District's Business Office within 24 hours after the accident occurs, and shall be accompanied with the names and addresses of all witnesses and a statement of the driver covering the detailed circumstances of the accident, unless such information is included in the report.

The Successful Quoter shall promptly furnish the District with any additional reports concerning safety or student behavior that may from time to time be required of the Successful Quoter during the performance of any Contract resulting from this Request for Quotations.

**Quotes: Time-Plus-Mileage**

Based on District's previous experience with transportation providers, it is expected that the Successful Quoter will charge for its services on a "time-plus-mileage" basis. Therefore, on the Quote Form, found at the end of this document, Quoter shall note their billing rates for mileage and time, plus any additional charges they may require to provide services.

**Quotes: Basis for Comparison**

District shall multiply the quoted rate for time by 530 hours and the quoted rate for mileage by 5,700 miles, which represent ballpark estimates for the average number of hours and miles to be driven during the program. District cannot make any guarantees as to the exact number of hours and miles to be driven, and actual hours and miles may be greater or lesser, based on the actual number of students eligible for the program.

**Federal Debarment Check**

In order to maintain compliance with Federal law, District will conduct a Federal Debarment check for the highest-ranked Quoter(s) at [www.sam.gov](http://www.sam.gov) . Failure of a Quoter to pass the Federal Debarment Check will result in rejection of the Quote.

**Basis of Award**

Award will be made to the single responsive and responsible Quoter who offers the best value to MESD.

**Insurance**

Successful Quoter shall obtain at Successful Quoter's expense the insurance specified below prior to performing under the Resulting Agreement, and shall maintain it in full force and at Successful Quoter's own expense throughout the duration of the Resulting Agreement and all warranty periods. Successful Quoter shall pay for all deductibles, self-insured retention and self-insurance, if any. Successful Quoter shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to District.

- A. **Workers Compensation:** As required by ORS 656.017, subject employers shall provide Workers' Compensation coverage in accordance with ORS Chapter 656 for all subject workers (unless exempt under ORS 656.027 or 656.126) and shall submit a certificate of insurance to District showing proof of coverage, or if exempt, shall attest to such exemption in a written statement delivered to District prior to commencement of work.
- B. **Commercial General Liability:** Successful Proposer shall maintain General Liability or Commercial General Liability (CGL) insurance covering bodily injury, property damage, personal injury, products and completed operations, including but not limited to the liability assumed under the indemnification provisions of the Resulting Agreement, on an occurrence basis, in not less than \$2,000,000 per occurrence, \$4,000,000 aggregate, or in amounts specified by District through amendment to the Resulting Agreement.
- C. **Automobile Liability Insurance:** Successful Proposer shall maintain automobile liability (Auto) insurance covering all owned, non-owned, or hired vehicles for property damage and bodily injury. (This coverage may be written in combination with the Commercial General Liability Insurance with separate, stated limits for "Commercial General Liability" and "Automobile Liability"). Successful Proposer shall provide proof of insurance of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate.
- D. **Notice of Cancellation or Change:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from the Successful Proposer or its insurer(s) to District. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the Resulting Agreement and shall be grounds for immediate termination of the Resulting Agreement by District.
- E. **Certificate(s) of Insurance:** The Resulting Agreement will not be binding and the Successful Proposer will not commence work until District receives certificate(s) of insurance (sent from Successful Proposer's insurance provider(s) directly to District) demonstrating that Successful Proposer meets all of the insurance requirements in the Resulting Agreement. For general liability coverage, the certificate shall also provide that Multnomah Education Service District, its agents, officers, and employees are named Additional Insureds with respect to Successful Proposer's services provided under the Resulting Agreement, and shall include suitable evidence of the corresponding policy endorsement. For

automobile liability insurance, the certificate shall provide that Multnomah Education Service District is included as an additional interest with respect to Successful Proposer's services provided under the Resulting Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- F. **"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, Successful Proposer shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Resulting Agreement, for a minimum of 24 months following the later of (i) Successful Proposer's completion and District's acceptance of all services required under the Resulting Agreement, or, (ii) The expiration of all warranty periods provided under the Resulting Agreement. Notwithstanding the foregoing 24-month requirement, if Successful Proposer elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Successful Proposer shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under the Resulting Agreement. Contractor shall provide to District, upon District's request, certification of the coverage required under this Section.
- G. **Self-Insurance:** Successful Proposer may fulfill its insurance obligations herein through a program of self-insurance, provided that Successful Proposer's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit. Notwithstanding the "Certificate(s) of Insurance" paragraph above, Successful Proposer shall furnish an acceptable insurance certificate to District for any insurance coverage required by the Resulting Agreement that is fulfilled through self-insurance.

### **Execution of Contract**

The Successful Bidder shall execute a formal Contract within five days after receipt of notice of award.

### **Cancellation**

The District reserves the right to terminate the Contract on 30-days' written notice and reimburse the Successful Bidder on the basis of the units, or fractions thereof, of transportation completed at the price bid.

**All Quoters**

The terms "bid", "proposal" and "quote" may be used interchangeably in this document and shall have the meaning which is normally given to "quoting".

**Bids**

All bids shall be on the form furnished by the District, or they may be rejected by the District. Bids may be submitted via email sent to [ksheaffe@mesd.k12.or.us](mailto:ksheaffe@mesd.k12.or.us). It shall be the bidder's responsibility to ensure that the bid is delivered to the office of the Migrant Education Program Coordinator before the time and date set for bid closing, and the District will not be responsible for bids delivered to any location other than the office of Migrant Education Program Coordinator.

**Late Bids**

Bids received in the office of the Migrant Education Program Coordinator after the time and date set for bid closing will be returned to the bidder.

**Investigation**

The bidder shall make all investigations necessary to be informed regarding the item(s) to be furnished.

**Taxes**

Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No. 93-6000828 indicates our tax exemption status as a political subdivision.

**Prices**

The prices submitted shall be firm during the contract period. If unit prices are requested, they shall be shown for each unit on which there is a bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

**Payment Terms**

All bids shall be offered by the bidder and shall be interpreted by District as "Net." District has procedures in place and makes every effort to make prompt payment.

**Acceptance of Bid Specifications, Terms and Conditions**

The bidder acknowledges and accepts that the specifications, terms and conditions in the Request for Quotations and no others will control any contract awarded unless the bidder expressly states on the Bid Form, in whole or by reference, alternate terms or conditions which the bidder wishes District to consider. Any such alternate terms or conditions will constitute a variance and if material, may subject the Bid to rejection. Any referenced alternate terms or conditions shall be attached to the Bid.

**Variances**

All variances from the specifications, including packaging, size and weight, shall be noted on the Bid Form in order to allow for the evaluation of that variance. The lack of notation makes that bid item subject to rejection.

**Immaterial Variances**

The District reserves the right to determine if any equipment, article, or material complies substantially in quality and performance with the specifications, is acceptable to the District, and if any variance listed in the bid is material or immaterial.

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**SPECIAL TERMS & CONDITIONS**

**Protest of Bid Specifications or Terms and Conditions (General or Special)**

Protests of bid specifications or terms and conditions shall be presented to the Migrant Education Program in writing five (5) calendar days prior to bid closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of the District, a change is required for the Request for Quotations, an addendum will be issued. No protest against award because of the content of the Request for Quotations shall be considered after the deadline for submitting such protest. Envelopes or email subjects containing protests shall be marked as follows:

**Protest:** | Bid Number | Bid Title

**Addenda to Bid Documents**

Changes to bid documents by the District shall be accomplished by addenda. The bidder shall acknowledge receipt of all addenda issued, either with the bid, or separately, in writing, prior to the time and date set for bid closing. Addenda shall be sent within a reasonable time to allow prospective bidders to consider them in preparing their bids.

**ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE REQUEST FOR QUOTATIONS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE DISTRICT TO PROSPECTIVE BIDDERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.**

**Cost of Bid Preparation**

The Request for Quotations does not commit the District to pay any costs incurred by any bidder in the submission of a bid or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the item(s) to be furnished under the Request for Quotations.

**Patents and Copyrights**

The successful bidder agrees to protect, defend, and hold harmless the District against any demand for payment for wrongful or unauthorized use of any patented or copyrighted material, process, article or device that may enter into manufacture, construction or form a part of the work covered by the contract.

**Special Conditions**

Where special conditions are written in the specifications, these special conditions shall supersede any conditions which are listed under the "General Terms and Conditions" and which are inconsistent with the special conditions.

**Permits and Licenses**

The successful bidder shall obtain and shall include in his bid the cost for all permits and licenses which may be required to perform the contract.

**Quantities**

The District does not bind itself to purchase the full quantities provided in the Request for Quotations as estimates. The quantities shown are estimates, are not exact, and are given for the purpose of comparing bids upon a uniform basis. Payment will only be made for quantities actually ordered, delivered and accepted, whether greater or less than the stated, estimated amounts.

**Resident/Non-Resident Bidder**

In determining the lowest responsible bidder, the District will, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. **The bidder shall provide the resident/non-resident bidder information on the bid page or the bid will be rejected as non-responsive.**

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**"Foreign" Contractor**

A foreign contractor is a bidder who is not domiciled in or registered to do business in the state of Oregon. Each bidder should certify on the bid page, at the provided location, whether or not the bidder is a foreign contractor. If a contract which is in excess of \$10,000.00 is awarded to a bidder who is a foreign contractor, such bidder shall promptly submit to the Oregon Department of Revenue information which the Department may require. Final payment on the contract shall not be made by the District until the District satisfies itself that such information was submitted to the Department.

The form to be submitted to the Department may be obtained by:

*Telephone:* (503) 378-4988 (Tax Help Section), or

*Writing:* Oregon Department of Revenue  
955 Center Street, NE  
Salem, OR 97310

**Delayed Bid Closing Time/Bid Opening**

The time and date set for the bid closing and bid opening will advance to the same time on the District's next business day in the event that weather or other contingency causes the District to be officially closed at the time and date set for the bid closing and bid opening.

**Length of Offer**

All bids shall be irrevocable for at least sixty (60) calendar days after the bid opening date and time.

**Right to Reject Bids**

The District may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including its own rules, specifications and conditions, and may reject for good cause any or all bids upon a finding of the District it is in the public interest to do so.

**Right to Waive Irregularities**

The District reserves the right to waive any irregularity not affecting substantial rights.

**Modification of Bid After Award**

An offer to modify the bid which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to the District will be considered, and may thereafter be accepted. To be effective, every modification shall be made in writing on company letterhead, signed by an authorized officer.

**Contract**

All specifications, terms and conditions contained in the Request for Quotations shall be incorporated by reference and made a part of a contract awarded to the Successful Bidder.

**Law of the State of Oregon**

Any contract between the District and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by the Board of the District.

**Failure to Execute Contract**

Failure on the part of the bidder to whom the contract is awarded to execute the contract and to deliver the contract and any required performance bond shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of any required bid surety. The forfeited bid surety shall become the property of the District, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible bidder, or otherwise, as the District in its discretion may decide.



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**SPECIAL TERMS & CONDITIONS**

**Notice of Assignment**

There can be no assignment or transfer of any interest in any contract between the District and a bidder without the prior written approval of the District.

**Subcontracting**

The successful bidder shall neither subcontract with others for any of the work required in the contract awarded, nor assign any of the bidder's rights acquired resulting from such contract without obtaining prior written consent of the District. The District by the award of a contract incurs no liability to third persons for payment of any compensation provided in the contract to the bidder. Any attempted assignment of the rights under the contract without the written consent of the District shall be void. Nothing contained herein shall be construed to entitle any other party to be a third party beneficiary of the contract.

**Payments by Successful Bidder**

The successful bidder shall:

(1) Make payment promptly, as due, to all persons supplying to such bidder labor and material for the prosecution of the work provided for in the contract with the District.

If the bidder fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the bidder or a subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due, or to become due, the bidder by reason of such contract. The payment of a claim in the manner described shall not relieve the bidder or the bidder's surety from obligation with respect to any unpaid claims.

(2) Pay all contributions or amounts due the Industrial Accident Fund from such bidder incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecution against the District on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such bidder, of all sums which the bidder agrees to pay for such services and all moneys and sums which the bidder collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**Invoices**

Invoices shall be submitted in duplicate (one copy to be marked "original") and shall contain the following information: Purchase order number (if any), item numbers, description of supplies or service by item, quantities, unit prices and extended totals. Invoices shall also state the unit or department to which the merchandise was shipped. Bill to: Multnomah Education Service District, 11611 NE Ainsworth Circle (PO Box 301039, 97294-9039), Portland, Oregon 97220-9017.

**Discrimination**

The bidder agrees not to discriminate against any client, employee or applicant for employment or for services because of race, religion, color, national origin, sex or age with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and rendition of services.

**Hours of Labor**

No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

**Hold Harmless**

The successful bidder shall indemnify, hold harmless, and defend the District from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in connection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omissions, activities or services provided pursuant to a contract awarded to such bidder.

**Failure to Perform**

In the event that the successful bidder fails to perform under a contract awarded, the successful bidder shall be liable for all costs and damages incurred by the District in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful bidder shall be in full force to the extent not terminated. The District reserves the right to terminate a contract awarded due to the successful bidder's failure to perform. Termination by the District shall not affect any right, obligation or liability of the successful bidder which accrued before such termination. In addition to the right to terminate due to the successful bidder's failure to perform, the District reserves all its rights and remedies at law and in equity available due to the failure to perform.

**Severability**

The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**Waiver**

The failure of the District to enforce any provision of a resultant contract shall not constitute a waiver by the District of that or any other provision.

**Force Majeure**

The Successful Bidder shall not be held responsible for delay or default caused by fire, riot, acts of God and war which was beyond the Successful Bidder's reasonable control.

**Breach of Contract**

In the event that the successful bidder breaches a term or condition of a contract awarded, the District may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the District reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the successful bidder of any damages, costs, expenses and attorney fees (including attorney fees on appeal) arising out, or as a result, of the breach.

In the event that the District breaches a term or condition of a contract awarded, the successful bidder's remedy shall be limited to termination of the contract and receipt of payment by the District for any equipment, article, material or service provided by the successful bidder pursuant to the contract prior to the termination date.



Quoter's Company Name:

Quoter's Employer Identification or Social Security Number:

Quoter's Corporate Status (circle one):

Sole Proprietor | Partnership | Corporation | Non-Profit | Government | Other:

Quoter's Oregon Resident Status ( see "Resident/Non-Resident Bidder" and "Foreign Contractor" paragraphs above ):

(circle one) Resident | Non-Resident

<b>Your Rate per Hour:</b>	\$ _____ per hour x 530 = _____		
<b>Your Rate per Mile:</b>	\$ _____ per mile x 5,700 = _____		
<b>Other Charge</b> ( <i>Describe/Name your other charge here</i> ):	<b>Your rate for this other charge:</b> \$ _____	<b>This other charge is (circle one):</b> Once only   per bus   per student   weekly Other: _____	
<b>Other Charge</b> ( <i>Describe/Name your other charge here</i> ):	<b>Your rate for this other charge:</b> \$ _____	<b>This other charge is (circle one):</b> Once only   per bus   per student   weekly Other: _____	
<b>Other Charge</b> ( <i>Describe/Name your other charge here</i> ):	<b>Your rate for this other charge:</b> \$ _____	<b>This other charge is (circle one):</b> Once only   per bus   per student   weekly Other: _____	
<b>Your Signature:</b>			<b>Date:</b>
<b>Your Name (Printed):</b>			
<b>Your eMail:</b>			
<b>Your Telephone:</b>			

**SPECIAL TERMS & CONDITIONS**