

**SPOKANE PUBLIC SCHOOLS
2815 East Garland Avenue
Spokane, WA 99207**

**REQUEST FOR PROPOSAL
STUDENT TRANSPORTATION SERVICES**

RFP No. 1-2223

For the Period of August 1, 2023, through July 31, 2028

**PROPOSALS ARE DUE NOT LATER THAN
2:00:00 p.m. PST, Wednesday, January 18, 2023
DESCRIBED IN DETAIL IN SECTION IV**

**Direct all inquiries to:
Pam Tatosky, Buyer II
(509) 354-7127 - phone
(509) 354-7183 - fax
pamt@spokaneschools.org (preferred form of notification)**

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NOTICE TO STUDENT TRANSPORTATION CONTRACTORS REQUEST FOR PROPOSAL

Notice is hereby given that the Spokane Public Schools Purchasing Department ("District"), 2815 East Garland Ave., Spokane, WA 99207, will receive sealed proposals for the following:

RFP No. 1-2223

STUDENT TRANSPORTATION SERVICES, until 2:00:00 p.m. PST, Wednesday, January 18, 2023

at which time the contractors submitting proposals will be publicly acknowledged. Proposals received after the above time will not be considered.

Specifications and proposal forms may be obtained at the Purchasing Department, 2815 E. Garland Ave., Spokane, WA 99207, (509) 354-7174 or by visiting www.spokaneschools.org/solicitations and downloading the RFP. Each proposal must be submitted on forms prepared by the District.

Any proposal submitted may be withdrawn at any time prior to the time scheduled for opening of the proposals. No proposals may be withdrawn after the proposal due date and time unless award of the contract is delayed for sixty (60) calendar days after the January 18, 2023 proposal due date.

The District reserves the right to reject any or all proposals, to accept any one or more items of a proposal, and to waive any irregularities in any proposal or the RFP process. The District also reserves the right to select any proposal which is determined to be in the best interest of the District and which may not represent the lowest prices submitted. The District further reserves the right to award portions of the contract to different proposers or the entire contract to one proposer.

Individuals with disabilities who may need additional accommodations to participate in the public RFP acknowledgement should contact Pam Tatosky, Purchasing Services, at 509-354-7127, no later than three days prior to the scheduled opening date so arrangement for the accommodations can be made.

BY ORDER OF THE BOARD OF DIRECTORS

Dr. Adam Swinyard, Secretary

To be advertised December 9 & 16, 2023 in the:
Spokesman Review
Seattle Daily Journal of Commerce

STUDENT TRANSPORTATION SERVICES
INTRODUCTION

Spokane Public Schools ("District") is requesting proposals from qualified contractors to provide student transportation services. The District's objective is to provide safe, timely and efficient transportation using drivers that are well qualified, trained and skilled in handling student transportation needs.

This Request for Proposal ("RFP") describes the selection process and the documentation required for submitting a proposal. Any contractor failing to submit required documents in accordance with the procedures set forth in the RFP may be considered non-responsive.

All proposals shall be submitted at the date and time indicated herein to:

Pam Tatosky, Buyer II
Spokane Public Schools
2815 East Garland Ave.
Spokane, WA 99207
pamt@spokaneschools.org

Any questions or requests for clarification regarding this RFP during the submittal preparation period must be addressed to Pam Tatosky at the above address in writing or by e-mail no later than January 10, 2023 by 4:30 pm PST. No telephone inquiries will be accepted regarding the RFP.

Proposals must be received by the District not later than January 18, 2023, at 2:00:00 p.m. PST. Proposals will be acknowledged at this time, then evaluated and contractors will be notified of the recommendation to be made to the School Board.

In the event that a contractor attempts to contact any official, employee or representative of the District in any manner contrary to the above requirements, said contractor may be disqualified from further consideration.

This prohibition does not apply to telephone inquiries to the District to:

- Request a copy of this RFP, to confirm attendance, or to request directions relative to an interview notification (please contact Pam Tatosky, 509-354-7127 for link to RFP packet);
- Confirm delivery of the contractor's submittal; and
- Confirm delivery of written questions or requests for clarification about the RFP.

INSTRUCTIONS TO PROPOSERS

A. Submittal Date

Sealed proposals will be received at the Purchasing Department, Spokane Public Schools, 2815 East Garland Ave., Spokane, WA 99207, until 2:00:00 p.m., PST, on Wednesday, January 18, 2023, for Student Transportation Services for 2023-2024 and succeeding school years. Three (3) copies of the proposal must be submitted (one original, marked or stamped "ORIGINAL", two copies **and** two electronic, i.e., thumb drive, versions). Proposals received after the time indicated will not be considered under any circumstances.

B. Proposal Identification

Proposals must be packaged in a sealed box, envelope or container with an "RFP 1-2223" sticker placed on the bottom left-hand corner of the top of the container. The "RFP 1-2223" proposal number, opening date, as well as the contractor's name and address must appear on the outside of all proposals submitted. The Request for Proposal number (RFP 1-2223) must appear on any technical data or other information furnished by your company for this proposal.

C. Proposal Schedule

<u>Schedule</u>	<u>Date</u>
RFP Specifications Issued	December 2, 2023
Advertisement Published (First Notice)	December 9, 2023
Advertisement Published (Second Notice)	December 16, 2023
Last day for written questions/requests for clarification	January 10, 2023 by 4:30 pm PST
Proposals due	January 18, 2023 by 2:00:00 pm PST
Anticipated Board Award	February 22, 2023

The District reserves the right to change or adjust any or all of the above dates and/or times.

D. District Rights

The District reserves the right to reject any or all proposals, to accept any one or more items of a proposal, and to waive any irregularities in any proposal or the RFP process. The District also reserves the right to select any proposal which the District determines is in the best interest of the District and which may not represent the lowest prices submitted. The District further reserves the right to award portions of the contract to different proposers or the entire contract to one proposer.

E. Nondiscrimination

Each proposer assures compliance with all local, state and federal laws, rules and regulations and does not discriminate on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.

F. Proposal Form

Submittals shall include the proposal forms furnished by the District (See SECTION IV). Proposals must contain all information requested herein. No alteration to District forms will be permitted, including substitutions, additions, deletions or interlineations. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format and content as forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District. All pages must be included in proper sequence and all forms must be completed in full. Each RFP attachment must reference exact section(s) of the proposal requirement that it is addressing for cross reference purposes. Any omission may result in rejection of the entire proposal at the option of the District. Any contract arising from a proposal which contains altered content of District forms is voidable at any time at the option of the District. Failure to examine proposal requirements will not excuse commitments made by proposers.

G. Required Documents – One Original and Two Copies (including 2 thumb drives) of Each of the Following:

- 1) Section IV Completed Bid Form, Student Transportation Rate Schedule/Cost Proposal
- 2) Section IV, Attachment I, Signed Evidence of Insurability and Required Enclosures
- 3) Section IV, Attachment II, School Bus Inventory and Property Summary

- 4) Section IV, Attachment III, Completed and Signed Transportation RFP Questionnaire and all requested documents and data therein
- 5) Proposal Security (Section I. P.)
- 6) Section IV, Attachment IV, Statement of Equal Employment Opportunity, Debarment Certification and Byrd Anti-Lobbying Amendment Certification

H. **Proposal Evaluation Criteria**

1. This Contract is not intended to provide the total student transportation service requirements for the District. The District will be utilizing other forms of transportation, such as Spokane Transit, taxicabs and/or other alternate transportation contractors. The District will award contracts to one or more contractors based upon the District's determination, in its sole discretion, of which proposal, proposals, or portions of proposals best meet the District's overall financial, management and other interests (for example, the District may select all of its Special Education bus requirements from one proposal, and its other requirements from other proposals).
2. Proposals will be reviewed to determine whether or not they demonstrate the capability to properly perform all requirements of the Contract, with emphasis in the following areas:
 - a. Contractor experience/financial capability. The contractor has performed similar services for school districts, with at least 125 buses in services for at least the past three years, and has the financial capability to own or acquire buses in the quantity proposed.
 - b. Management personnel. Provide an organizational chart for the local operation (including maintenance, dispatch, safety, training and supervisory positions), with names titles and brief resumes of the key personnel. If not assigned full time to this Contract, indicate the percentage of time assigned.
 - c. Driver selection and screening procedures. Demonstrate proposer has procedures which select, hire and train qualified personnel and **proactive methods of driver retention**. Provide detailed descriptions of background checking procedures, interview procedures, driver testing procedures, drug and alcohol testing, and driver training (including areas covered and amount of time allocated).
 - d. Attendant selection and screening procedures. Demonstrate proposer has procedures which select, hire and train qualified personnel. Provide detailed descriptions of background checking procedures, interview procedures, drug and alcohol testing, and attendant training (including areas covered and amount of time allocated).
 - e. Operating and maintenance procedures. Demonstrate capability to safely and effectively operate and maintain equipment. List all equipment to be used on the Contract, including make, model and year and whether owned, leased or to be ordered; describe preventive maintenance program, vehicle servicing program. State whether any portions of the maintenance or servicing are contracted out and the name, address and services to be performed. Describe facilities to be used, location and size, number of buses at each location, etc. Describe radio procedures. Describe safety assurance plan (See SECTION IV Attachment III).
 - (1) Proposed wage and benefit package. Demonstrate proposer has a competitive wage and benefits package which will attract and retain qualified employees. (This information shall include a detailed discussion of the wage scale to be used, together with a description of benefits to be included.)
 - (2) Location of facilities to minimize deadhead time (e.g., the time it takes to get from point A to point B with no students, before or after the pick up or drop off).
 - f. Cost considerations to include evaluating the cost information listed in the Proposal Form, the District will perform a computation of "deadhead" time, in order to determine the least cost proposal.

I. Signature on Proposal

All proposals shall give the price proposed and shall be signed in longhand by the proposer or his or her authorized representative, with the proposer's address. If the proposal is made by an individual, the name must be shown; if made by a partnership, the name and post office address of the partnership, the state in which registered, and the signature and name of at least one of the general partners must be shown; if made by a firm or corporation, the proposal shall show the title of the person who signs on behalf of the corporation and shall further give the state of incorporation and have the corporate seal affixed. A proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the proposer.

J. Withdrawal of Proposals

A proposal may be withdrawn by the proposer up to the time and date proposals are due. Proposals may not be withdrawn after the time and date proposals are due.

K. Alteration of Proposals

A proposal may be altered by written letter bearing the signature of the name of the person authorized for proposing, provided it is received prior to the time and date proposals are due. Telephone or verbal alterations of a proposal will not be accepted. If erasures or other changes appear on the proposal forms as submitted, each erasure or change must be initialed by the person signing the proposal. The proposal submitted must not contain any erasures, strikeovers, or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal. Illegible or unauthenticated corrected entries may result in rejection of the proposal at the option of the District.

L. Late Proposals and Modifications of Proposals

Any proposal or modification of a proposal received by the District after the exact time specified in the RFP will not be accepted or considered.

M. Addenda

Receipt of addendum to the proposal specification by a proposer must be individually acknowledged by number on SECTION IV forms.

N. Non-responsive Proposal

Any proposal that does not comply with the proposal schedule or instructions, is not properly signed, or has an incomplete proposal sheet when required, may be considered non-responsive.

O. Rejection of Proposals

Any documents supplementing or deviating from the express requirement of the RFP may result in the rejection of that proposer's proposal.

P. Proposal Security

1. Each proposal shall be accompanied by a bid bond in the amount of five percent (5%) of the total estimated amount of the proposal for one (1) year (calculated by multiplying the basic daily rate times the maximum number of buses proposed times 180 days), made payable to the Spokane Public Schools, pledging that the proposer will, within ten (10) days from the date it is notified that it is the successful proposer, enter into a contract with the District on the terms stated in its proposal and this RFP and will furnish bonds as described hereunder covering the faithful performance of the contract and the payment of all obligations arising hereunder.

Should the proposer refuse to enter into such contract or fail to furnish such bonds, the amount of the bid bond shall be forfeited to the District as liquidated damages, not as a penalty.

2. The bid bond shall be a cashier's check or a certified check, cash, or a proposal of a surety company licensed to do business in the state of Washington.
3. If a surety bond is executed by an attorney-in-fact, the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his or her power of attorney.
4. The District will have the right to retain the bid bond of proposers to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished or (b) all proposals have been rejected.

Q. Questions or Requests for Clarification

No oral interpretations will be made to any proposer as to the meaning of the RFP requirements, and any oral communication is not binding upon the District. **ALL QUESTIONS OR REQUESTS FOR CLARIFICATION MUST BE MADE IN WRITING and either faxed, emailed or mailed to: Pam Tatosky, Buyer II, Fax No. (509) 354-7183, pamt@spokaneschools.org**, or the District at the addresses indicated no later than 4:30 p.m. PST on January 10, 2023. Any interpretation deemed necessary by the District will be in the form of an addendum to the proposal documents and when issued will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the proposal specifications and subsequent contract terms.

R. Examination of Proposal Document

The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the proposer has thoroughly examined and is familiar with the RFP and contract documents (and any work site identified in such documents), and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of proposer to examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the proposer from any obligations with respect to the proposer's proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work sites, statutes, regulations, or ordinances or resolutions.

S. Proposal Price

The proposal price shall include everything necessary for the implementation and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, labor and service, except as may be provided otherwise in the contract documents. The proposal shall remain in effect for ninety (90) days after the proposal opening. In the event of a discrepancy between the unit price and the total price, the unit price will govern, and the total price will be adjusted accordingly. Prospective proposers should indicate in their proposal the address to which payments should be mailed, if such address is different from that shown for the proposer.

T. Alternate Proposals

Proposers must submit specifications and descriptive literature on all alternate proposals. Alternate proposals without complete specifications may be rejected. Alternates or exceptions to the proposal must be clearly noted on the returned proposal.

U. Postponement Prior to Proposal Opening

The right is reserved, as the interest of the District may require, to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as, in the opinion of the Purchasing Director, will enable proposers to revise their proposals. In such cases, the amendment will include an announcement of the new date for opening proposals.

V. Protest Procedures

1. Any actual or prospective proposer, who is aggrieved in connection with the solicitation or recommendation to be made to the School Board for award of this contract, may protest to the District in accordance with the timelines and procedures set forth herein. Protests based on the terms in this RFP which are apparent prior to the date established for submitting the proposal, must be received seven (7) school business days prior to the submittal deadline. Protests based on other events must be received within three (3) school business days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award of this contract by the School Board.
2. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the RFP number and title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; (4) and the specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters addressed in the proposal evaluation criteria in its written bid protest.

The written protest shall be mailed or delivered to:

Barb Carson, Purchasing Supervisor
Spokane Public Schools
2815 East Garland Ave.
Spokane, WA 99207

And on the outside of the envelope shall be clearly labeled: "Protest".

3. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties. The District's decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) school business days after receipt of the decision. The Superintendent's decision shall be final and conclusive.
4. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.

W. Notification

Contractors whose proposals have not been selected for further discussion or award will be notified in writing at the address given in the proposal of the recommendation to be made to the School Board.

X. Proprietary Information / Public Disclosure

Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records may include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid material.

The Public Records Act requires that the District disclose public records upon request unless the Public Records Act or another Washington state statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington state law (RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions.

If any of the records you are submitting to the District as part of your bid/proposal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record or portions of the record and the specific exemption(s) that may apply. (If you are awarded a District contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria.

Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request.

The District will not assert an exemption from disclosure on your behalf.

The District will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the right to make its own determination.

If the District receives a public disclosure request for any records you have specifically listed as exempt, the District may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent the District from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order, the District will release the documents.

By submitting a bid document, the bidder/proposer acknowledges the obligations herein and acknowledges that the District has no obligation or liability to the bidder/proposer if records are disclosed.

Y. Cost of Proposal Development

The District will not be liable for any costs incurred by a proposer associated with the preparation of a proposal submitted in response to this RFP.

STUDENT TRANSPORTATION SERVICES
SPECIFICATIONS AND GENERAL REQUIREMENTS

1. **CONTRACT:**
 - a. **TERM:** The term of the Contract resulting from this solicitation shall be for an initial three-year period commencing on August 1, 2023, and ending July 31, 2026, followed by two subsequent one-year periods. At the Contractor's request, rates shall be reassessed during May of each succeeding year as provided for in paragraph 24 (Computation of Payment for Regular Service), sub-paragraph d ("Escalation") hereafter.
 - b. **IMPLEMENTATION:** The Contractor shall have drivers and all other personnel hired and trained to implement transportation by August 1, 2023 (or as negotiated between the contractor and district).
 - c. **FUNDING:** It is the District's intent to make all payments required to be made under this Contract. However, in the event, through no action initiated by the District, the Washington state legislature does not appropriate funds for the continuation of this Contract for any fiscal year after the first fiscal year, the District has the right to terminate this Contract. In such event, the Contractor shall not be entitled to any payment or reimbursements for the termination of this Contract.
2. **AUTHORIZED DISTRICT REPRESENTATIVE:** The Student Transportation Services provided for under any resulting Contract shall be subject to the approval and administration by the Superintendent or his/her Designated Representative.
3. **SCOPE OF THE CONTRACT:** The Contractor shall, during the period hereinafter set forth, provide, maintain, and operate for the District the required number of school buses with drivers to transport conveniently and safely all students designated by the District to be served under the provisions of this Contract. Further, the Contractor shall, during the period set forth herein, provide all equipment, apparatus, facilities, personnel, and materials necessary to the performance of this Contract. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by the Contractor. All routes shall be reviewed and approved by the District. The District reserves the right to revise or change any and all bus routes and the number of buses required hereunder to best suit its needs at any time before or during the school year. At the option of the District, the Contractor shall, during the period of this Contract, provide transportation for students or other authorized personnel as may be required by the District on field trips, excursions, athletic activities, or any other purpose designated by the District. In furnishing Student Transportation Service, the Contractor agrees to comply with and observe all of the provisions of the State of Washington Motor Vehicle Code and all other applicable laws, rules, and regulations prescribed by the Washington State Legislature, the Superintendent of Public Instruction, Board of Education, and any other State, Federal, or County agency, and the Board of Directors of Spokane School District No. 81. Spokane Public Schools reserves the right to transition some or all of the transportation services to in-house; however, prior to initiation of such transition shall provide the contractor with a minimum of six-months' notice.
4. **NONDISCRIMINATION:** Except to the extent permitted by a bona fide occupational qualification, it is agreed that:
 - a. In the performance of this Contract, the Contractor shall ensure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment against any employee or student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under the Contract.
 - b. The Contractor will, in all solicitations for employees or job announcements/orders placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without discrimination based on a legally protected status. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Section.

- d. The Contractor will include the provisions of this paragraph and its subparagraphs in every subcontract or purchase order for the goods or services which are the subject matter of this Contract.

5. SERVICE REQUIREMENTS: During the Contract period, the District requirement for Student Transportation Service shall be as follows:

- a. School Calendar Year (August - June). The number of buses by category shown in paragraph b below are those estimated to be required on each or most regular school days for approximately 180 days of school or as otherwise governed by the school calendar published for the ensuing school year (regular to and from school, mid-day kindergarten, late take home, shuttles and field trips). Summer school will be arranged for separately as needed.
- b. Estimated Buses Required (Based on October 2022 experience and 1 to 1.5-mile radius boundaries depending on grade level).
 - (1) Regular Education Buses: Sixty (60) 71 to 85 and six (6) 85 passenger non-lift buses (to be adjusted as needed). In addition, a lift is to be installed in two (2) of the Regular Education fleet to accommodate a regular education student who may be wheelchair bound. These two buses will have space for one (1) wheelchair and 71 passengers.
 - (2) Special Education – It is the goal of Spokane Public Schools to operate all Special Education bus routes using propane fueled buses in the ratio of lift to non-lift buses noted below provided the costs are not prohibitive. To allow the District to analyze fiscal feasibility of implementing this fuel source, Contractor shall provide pricing structures for both standard fuel and alternate fuel for Special Education buses.

Lift Buses: Twenty (20) buses each capable of handling 5 forward facing wheelchairs and 10 walk-ons.
Note: Except as directed by the District Representative, non-ambulatory students shall be transported on special wheelchair equipped buses.

Non-lift Buses: Forty (40) standard buses each 71 to 85 passenger equipped with seatbelts.
 - (3) Non-Standard Bus Support for extracurricular activities shall number 25% of the total number of regular routes each year (i.e., 25% of 60 = 15 standby buses). These must be 71-85 passenger and not alternative fuel sourced (for long distance field trip support).
 - (4) Spare Bus Ratio shall be at least five percent (5%) of the entire fleet (including standby buses) to cover for routine maintenance, breakdowns, accidents, etc. A minimum of three (3) spare lift buses and a minimum of five (5) seat belt non-lift buses shall be available for spare bus purposes on any given day.
 - (5) Alternate Vehicle Plan: In lieu of District specified bus requirements identified above in Section II, Paragraph 5, Contractor may propose their own vehicle plan that would accommodate our District's student transportation needs. An alternate bid rate sheet shall be completed to reflect the proposed vehicle plan and submitted in the same format as the base bid rate sheet and clearly labeled "Alternate".
 - (6) Contractors are encouraged to consider propane and other alternate fuel sources and to complete an alternate bid rate sheet outlining pricing for all types of routes. The proposed alternate fuel rates shall be clearly labeled "Alternate Fuel Sources" and should take into account specialized equipment and fuel storage installation required at the bus facility.
- c. "Other" Days. "Other" days are those days during the school calendar year when regular school is not in session. On such "other" days, the number of buses and type of service shall be on an as-requested basis. The maximum number of buses will be no greater than the number of buses used for regular school year transportation.

- d. Buses. The Student Transportation Service provided under the Contract, being in compliance with the Rules and Regulations of the Superintendent of Public Instruction for the Common Schools, entitles the District to receive state transportation funds. All buses operated under this Contract shall be subject to WAC 392-142, Replacement and Depreciation Allocation. Therefore, the Proposer shall complete Attachment II to Section IV of this Request for Proposal specifying the Company Bus or ID Number, Passenger Capacity, Year of Manufacture, Make, Mileage, Age (Based on date put into service) to be used in the performance of the Contract.
- e. Computerized Routing Software. The Contractor shall provide and maintain a District approved computerized routing program for the Contractor's needs and three District computers. This system shall provide for student database, maps by school, 1 to 1.5 radius mile boundary, and efficiency reports by bus/route for number of students on the bus as well as time requirements for each run by grade level. A field trip module is to be included which will allow for schools to request field trips on-line. The Contractor shall ensure adequate training of both Contractor and District staff on the operation of the software utilized. A toll-free help line to the software company for assistance in the operation of the proposed software will be provided. Software shall be approved by District prior to implementation. The program is to be fully operational with District data prior to August 1, 2023. The district is currently exploring the possibility of procuring a routing software package and bringing routing in-house. Contractor agrees to this arrangement and, upon notification by the district of software implementation, will adjust their operations (including reduced staffing) accordingly.
- f. Routing and Scheduling of Buses. Least cost computerized routing, development of proposed bus stops, and scheduling of buses shall be the responsibility of the Contractor. The Contractor shall furnish the District Representative the regular ed routes three (3) weeks prior to the start date of school and students with special needs routing on or before August 15 annually, the routes to be followed and designated stops. It shall be the responsibility of the District to provide the Contractor with a list of eligible special needs riders on or before July 10 annually. Only those riders declared eligible for transportation by the District shall be allowed to ride the bus. It is understood and agreed that such list shall be subject to revision by written notice to the Contractor. Those routes established as of October 30, 2022, are identified on Attachment III to this Section. In order to ensure driver familiarity with routes and responsibilities, the Contractor shall complete two (2) dry runs, at no expense to the District, of all scheduled routes prior to the first day of school. In addition, anytime a driver bids on to a new route, two (2) dry runs must be completed prior to starting the route. **The Contractor shall ensure that substitute drivers are familiar with the area and route prior to departing the facility.** Software is to be operational in time to meet the routing and scheduling deadline of August 15.
 - (1) All routes, stops, and schedules shall be subject to review and approval by the District Representative and may be altered only upon approval of the District Representative.
 - (2) In the designation and selection of routes and bus stops, the Contractor shall be limited to operation of equipment on highways, roads, and streets that are owned and maintained by the State or any of the various cities, towns, or counties located in the District. However, the District retains the authority to approve bus transportation into public utility districts as evaluated on a case by case basis. Any access onto private driveways must be documented as to the date of approval by the property owner and the reason this access is necessary.
 - (3) Special needs students shall be routed by the Contractor from home direct to school and from school direct to home without changing buses, except upon approval of the District Representative. This service is generally curb to curb or nearest stop for safety purposes, not door to door. However, in some extenuating circumstances, door to door service may be required. Any disputes arising from the selection of pick-up accessibility locations will be the responsibility of and resolved by the Contractor.
 - (4) Special Needs routes may have one or more attendants assigned. The number of attendants assigned shall be based on the behavioral and health needs, or personal care of the students assigned to that route.

- (5) Route updates shall be submitted to the authorized District representative monthly or more frequently if requested.

g. Bus Schedules. The Contractor shall schedule all routes, so as to ensure safety to school children and so as to deliver students in accordance with (1) and (2) below. The Contractor shall post all scheduled routes on the District website and shall, at least twenty four (24) hours, prior to any changes to the scheduled routes, post such changes. The Contractor shall cooperate with the District in maintaining a good public relations program with the community and news media so that any pertinent items affecting the transportation program or the patrons of the District can be brought to the attention of the public.

(1) Regular Students: Buses shall be scheduled to arrive at school no earlier than 20 minutes (for elementary breakfast program no earlier than 30 minutes) and not later than 10 minutes prior to the start of classes, and students shall be picked up at school for the return trip home no later than 15 minutes after the close of classes. In no case will a student be in transit in excess of 60 minutes, except upon approval of the District Representative. Exception will be granted for middle school return trips to extend to 35 minutes after the close of classes.

(2) Special Needs Students: Special needs students shall not be picked up more than 70 minutes prior to the start of their classes. No special needs student will be required to ride or be in transit between home and school for more than 60 minutes, except upon the approval of the District Representative. Students may arrive at their assigned schools no earlier than 20 minutes prior to the start of their classes and must be picked up within 15 minutes after the close of their classes. Exception will be granted for middle school return trips to extend to 35 minutes after the close of classes.

(3) McKinney-Vento (MCV) Students: Students eligible for the HEART Program will be routed for transportation in accordance to the guidelines set forth by the MCV liaison. MCV students are to be routed in the least restrictive and most cost effective manner (i.e., established HEART routes or general education routes). If MCV must be routed on special needs buses, prior authorization from the district must be obtained. At any time MCV students ride time exceeds 150 minutes, re-routing or alternate means of transportation will need to be considered. MCV students are to arrive no earlier than 30 minutes prior to the start of their classes and must be picked up within 30 minutes after the close of their classes.

h. Stand-by Drivers and Vehicles. The Contractor shall maintain a substitute list of drivers to cover all routes and extracurricular trips. Contractor office staff should not be used to cover such events without prior authorization from the District (written approval by the district will be required one hour prior to such substitution) and each route cost will be discounted \$100; \$50 in the A.M., \$50 in the P.M. (See Liquidated Damages.)

i. Service Delays. Contractor shall be responsible for communication of bus delays and other service disruptions to all stakeholders. District will provide access to a communication tool and templates to be used only for transportation service delays, incidents or other issues arising regarding service. An alternative tool for parent and school communication on transportation service can be submitted for District approval.

6. EQUIPMENT REQUIREMENTS:

a. Requirements. Contractor is required to maintain buses and their equipment per federal and state requirements as they are adopted and/or required.

The Contractor shall provide all proper wheelchair tie downs and proper safety vest tie downs as required by law. The Contractor shall use buses with seat belts for Special Service programs. Drivers will require students to use seat belts. The Contractor shall supply car seats for all students (both regular and special education) weighing 40 pounds or less that meet FMVSS 213 standards.

- b. Condition of Buses. The Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Washington Minimum Specifications for School Buses, and such equipment shall be maintained in good mechanical order at all times and shall be capable of passing the Washington State School Bus Inspection (WSP). All buses shall also be kept in a clean and sanitary condition and open to examination by the District at all times.
- c. Code and Regulation Requirements. All buses, regular, non-standard and spare, to be used in service hereunder shall be approved prior to the commencement of service by the District Representative and authorized representatives of the Washington State Patrol; and shall, at all times during the Contract period, comply in all respects with the pertinent provisions of the Washington State Motor Vehicle Code, and regulations of the City of Spokane, County of Spokane, and the Superintendent of Public Instruction. All Washington tax exempt license plates must be removed any time a permanently owned school bus is used for any purpose other than service to the District.
- d. Age of Buses. All buses used in Basic Regular School Transportation Service and Special Needs Service performance of the Contract and listed in Attachment II to Section IV shall average no older than six-years old nor have a maximum age older than twelve-years old during any period of the Contract. Spare buses and buses used expressly for standby services shall be no older than twelve-years old at any time during the Contract period. Age shall be determined by the date the bus was manufactured. In no event may any bus be used at any time, or for any purpose, that does not qualify for the State Depreciation Schedule. As the buses reach the 12-year max/6-year average, replacement buses for the Special Needs routes will be replaced with propane-operated or alternative fuel buses.
- e. Required Modification of Equipment. Any installation or modification of equipment required by a change in law or regulation or as directed by the District, shall be made by the Contractor upon written notice and prior approval as to cost by the District. Such required installations or modifications shall be made by the Contractor, with reimbursement to be by the District at the previously approved cost.
- f. Inclement Weather Equipment. The Contractor shall provide, in a timely manner, appropriate equipment (chains, snow tires, etc.) as necessary to operate in inclement weather conditions for all vehicles in the fleet utilized by the District. 25 buses of the 71 passenger buses in the fleet will be equipped with "Automatic Snow Chains", also referred to as "Drop Down Chains". The Contractor is responsible for the proper use and maintenance of such equipment.
- g. Two-Way Radio. The Contractor shall be required to provide two-way digital ultra-high frequency (UHF) narrow band frequency radios for all buses. The radio equipment utilized must provide intelligible quality and allow for full coverage across the entire district and shall be in good working order at all times during the term of the Contract. The Contractor's employees are to use said radio equipment for such purposes related to the scope of this Contract as the District may direct and under all the rules and regulations promulgated by the District.
 - (1) The Contractor shall provide four (4) working hand-held radios for District use throughout the duration of this Contract.
 - (2) The Contractor shall provide a primary base station to be located on Contractor premises. The responsibility for the maintenance of the primary base station shall be the Contractor's.
 - (3) In the event of any emergency declared by the Superintendent or his/her Designated Representative, all Contractor buses equipped with two-way radios which are not in student service are to be dispatched to such locations as directed by the District Representative. The bus then shall be utilized as a fixed communication link by the District.

- h. Standby and Spare Buses. The Contractor shall keep ample stand-by and spare equipment available to assure that it can provide uninterrupted home-to-school and field and activity trip service including the event of mechanical breakdowns. Stand-by buses for use under this Contract shall meet the intended requirements set forth in paragraph 5 herein and be included in Attachment II to Section IV. In addition to the regular daily route fleet demand and standby extracurricular requirements, it is expected that the Contractor will need to maintain at least a ratio of five percent (5%) spare buses for this purpose.
- i. Computers. The Contractor shall be required to provide and maintain ten (10) personal computers (i5 processor, 16 GB RAM) Windows 11 software or newer. As District computer standards are upgraded for similar applications the Contractor may be asked to upgrade accordingly.
- < Three (3) for the dispatchers (to be located in the dispatch room).
 - < One (1) for the bookkeeper for billing data maintenance and daily data transfer to the District Central Transportation computer.
 - < One (1) for the Manager.
 - < One (1) for the Assistant Manager / Operations Support.
 - < One (1) for Maintenance.
 - < One (1) for Safety/Training.
 - < Three (3) for Routing Specialist.
 - < One (1) for District Liaison

Note: All computers are to have 24-hour high-speed internet access for immediate e-mail messaging.

- j. Video Cameras. The Contractor is required to provide, install, utilize, and maintain on all buses, including standby and spare buses, a SEON Mobile Digital Video System, or District approved equal, digital video recorder (DVR). The system hardware must support simultaneous recording of a minimum of four (4) cameras, with the software support options of all cameras allowing for expansion without adjustments of the hardware. Hardware must support independent audio channels for all cameras. The digital recording system must be capable of simultaneous recording and playback, allowing the user to review pre-recorded video without interruption of recording. The system must record onto a removable hard disk or thumb drive equipped with a key lock to prevent tampering and shall be "swappable" for use in any same model DVR. The DVR must include the option to record when the ignition is off as well as when the engine is running. Camera options must include low light and color recordings. In addition, all technology infra-structure needs to be robust enough to download, store and transmit electronic data gathered.
- k. Bus Inspection at Completion of a Route. All buses shall be equipped with the Electronic Vehicle Inspection Report (EVIR) system, or District approved equivalent, and shall include pre-trip, post-trip and child-check inspections. This system will include integrated GPS-GSM real-time reporting and shall be an eleven-zone tag configuration subject to approval of the District. All drivers shall be instructed and trained in the use of this system. The Contractor will be responsible for purchase and maintenance of the system and will provide the District with all necessary passwords and access to all data generated by the system. Drivers are to complete a physical walk-through of the bus after each route is completed; verification of this inspection will be via the system. This inspection is to determine if any students are still on board and to identify any leftover belongings.
- l. AVL & GPS Systems: All vehicles shall be equipped with Automated Vehicle Location (AVL) and Global Positioning System (GPS). These systems will have the following capabilities:
- Real time location tracking
 - Full path reports
 - Motion stop and start
 - Vehicle speed report
 - Door open and door close
 - Idle time data

The data provided shall be available to the District upon request. Unhindered access to these systems shall be provided to the District Transportation department in a manner acceptable to the District. The Contractor is responsible for the reliable operation of these systems and accurate reporting.

- m. Student Ridership Device: Every vehicle shall be required to be equipped with a Student Ridership Device. The system should provide the Contractor and District with student ridership data utilizing RFID or similar technology. The device must be purchased and maintained by the contractor.
- n. Required Software: Contractor shall be responsible for covering all associated costs for installation and maintenance of software of AVL/GPS and Student Ridership device systems and their integration with existing District systems to ensure functionality at all times during the period of this contract.

7. REPORTS

- a. Daily Bus Report. Pursuant to State of Washington requirements, the Contractor shall submit to the District Representative a "Daily Bus Report" each day for each bus operated under the Contract. This report shall include the following: (1) Driver's complete pre-trip safety check in accordance with the State Pupil Transportation Manual; (2) Total miles traveled, time in route, and number of students transported daily to and from high school, middle school, and elementary school as separate groups; (3) Total miles, time, and student count for other trips ordered by the District; (4) Such other related student information that may be required from time to time by the State of Washington or the District.
- b. State Reports. It shall be the responsibility of the Contractor to prepare for the District any and all reports required by the State including the State Ridership (STARS) Report to be completed three times per school year - bus listing, drivers list, etc. Contractor shall provide copies of state reports to District representative by the OSPI required date. Contractor shall hold the District harmless from, shall be responsible for, and shall pay the District for any loss of District revenue for that contract year that results, directly or indirectly, from, or is related to any negligence, error, omission, failure to act, or failure to act correctly by the Contractor. District shall be entitled to deduct from any monthly invoice any, or all, of the amount of lost District revenue due to the above.
- c. Incident Reports. It shall be the responsibility of the Contractor to immediately report to the District Transportation office within five (5) minutes of the occurrence, any accident involving the Contractor's buses while in District service or any serious incident (i.e., fire, police, ambulance, major route interference) involving a student, District staff or public. A detailed written report of each incident must be submitted to the District as soon as possible but not later than twenty four (24) hours after the date of the accident/incident.
- d. Seating Chart Implementation Report. Digital seating charts for all school routes shall be completed and access to these charts provided to each of the District schools and Transportation office by the end of September. These charts are to be maintained and re-submitted to both schools and the Transportation Office on an ongoing basis as changes occur and used for student management purposes. Establishment of these charts shall be done in cooperation with the school staff as appropriate.
- e. Student Eligibility List. Contractor shall provide to the district representative, each school and each driver by September 30 of every year a list of eligible students per route segment and stop. These lists are to be maintained and re-submitted to schools, drivers and the Transportation Office on an ongoing basis as changes occur and used for student management purposes. Establishment of these lists shall be done in cooperation with the school staff as appropriate.
- f. Report on Contractor Inservices. Six (6) weeks into each semester, the Contractor shall forward to the District Representative, a detailed report of inservices conducted, attendees, names and reasons for absences, and evaluative summary of the inservices conducted for the following:

Drivers: All drivers of regular and students with special needs routes will be required to have a minimum of eleven (11) hours inservice training per year of driver safety and ten (10) hours of student management per year. Drivers who transport students with special needs will be required to have an additional five (5) hours per year to consist of special needs education Inservice. Contractor must certify inservice training and drivers have demonstrated competency of training material. All of the above listed training hours shall be in addition to basic/initial driver certification. District representatives may be made available from Safety, Security, Student Services, Principal groups and the Equity Office to present at the annual inservice and, in addition, a reasonable number (i.e., three or four) of inservices throughout the year. Contractor will be responsible to employ and retain a trainer for its drivers and bus attendants for behavior de-escalation, soft restraint and other training for high needs students, and to provide such training updates on a periodic basis.

Attendants: Bus attendants will be required to have a minimum of ten (10) hours inservice training in student management per year. Contractor must certify inservice training and attendants have demonstrated competency of training material.

The District will provide at no cost to the Contractor up to 6 hours of de-escalation, PBIS or other student management training for each school year. This training will be mandatory for all Contractor employees.

- g. Driver/Attendant Assignment Report. To include route number, driver name, attendant name (if applicable), bus number, and schools/programs assigned. This shall be submitted to the District Representative by dry run day with monthly updates, to be provided by the first of each month.
- h. Other Reports. The Contractor shall maintain daily bus reports on each bus route as well as field trips. Records for any services that may be rendered by the Contractor shall be monitored and made available to the District. This would include but not limited to fuel consumptions or purchases, charter information or other contract services rendered to ensure that the District is not being charged for any other services that may be rendered that are not related to District business.

8. LABOR MANAGEMENT POLICIES:

- a. Overview. The Contractor shall ensure that school buses to be operated only by trained and competent drivers who hold the proper valid licenses issued by the State of Washington. The Contractor will use every reasonable means to provide the same drivers and vehicle throughout the Contractual year for each route. Drivers employed by the Contractor shall satisfy the requirements for "School Bus Driver Certification" as directed by the Superintendent of Public Instruction. Said drivers will report all cases of student misbehavior on buses to the District and will handle all disciplinary matters in strict accordance with District policy. In no case will a driver remove a student from a bus for misbehavior. If there is an extreme emergency endangering the safety of other students, the driver shall stop the vehicle and radio for assistance. The Contractor shall be responsible for, and report to the District, that each driver is physically fit and qualified under physical examination requirements prescribed by Chapter 392-144 of the Washington Administrative Code. The Contractor at its expense shall engage a licensed doctor, practicing in Spokane, Washington and approved by the District, to certify all school bus drivers' physical examinations. In addition to the first aid training required for the School Bus Driver Certificate, drivers and attendants assigned to transport special needs students shall be given special training concerning the techniques for managing the needs of such children. This instruction shall be provided prior to such assignment by the Contractor, and to the satisfaction of the District.
- b. Record Check/Prohibited Employment. The Contractor shall prohibit any Contractor employee or Contracted Drivers from having any contact with SPS students pursuant to this Agreement during the course of his or her employment or student teaching program participation, if such individual, to the

Contractor's knowledge, has pled guilty to or been convicted of any of the following felony crimes: any felony crime involving the physical neglect of a child under chapter 9A.42 RCW; the physical injury or death of a child under chapters 9A.32 or 9A.36 RCW, except motor vehicle violations under chapter 46.61 RCW; sexual exploitation of a child under chapter 9.68A RCW; sexual offenses under chapter 9A.44 RCW where a minor is the victim; promoting prostitution of a minor under chapter 9A.88 RCW; the sale or purchase of a minor child under RCW 9A.64.030; or violation of laws of another jurisdiction that are similar to those specified herein. The Contractor shall also prohibit any Contractor employee or Contracted Drivers from having any contact with SPS students during the course of his or her employment or student teaching program participation if such individual had pled guilty to or been convicted of any of the following felony crimes or attempts, conspiracies, or solicitations to commit any of the following felony crimes: a felony violation of RCW 9A.88.010, indecent exposure; a felony violation of chapter 9A.42 RCW involving physical neglect; a felony violation of chapter 9A.32 RCW; a violation of RCW 9A.36.011, assault 1; 9A.36.021, assault 2; 9A.36.120, assault of a child 1; 9A.36.130, assault of a child 2; or any other felony violation of chapter 9A.36 RCW involving physical injury except assault 3 where the victim is eighteen years of age or older; a sex offense as defined in RCW 9.94A.030; a violation of RCW 9A.40.020, kidnapping 1; or 9A.40.030, kidnapping 2; a violation of RCW 9A.64.030, child selling or child buying; a violation of RCW 9A.88.070, promoting prostitution 1; a violation of RCW 9A.56.200, robbery 1; or a violation of laws of another jurisdiction that are similar to those specified herein. The Contractor shall engage in due diligence to learn at the time of hire whether any of its employees or Contracted Drivers have pled guilty to or been convicted of any crime referenced in this. Any failure to comply with this Paragraph shall be grounds for immediate termination of this Agreement by SPS, notwithstanding any other provision in this Agreement.

The Contractor shall ensure that all contracted drivers shall not be placed in driving routes for the District until a background and fingerprint check by the Washington State Patrol and Federal Bureau of Investigation is complete and that Contractor has been notified that the contracted driver has cleared the required background checks and has provided the District with the results of those background checks. The Contractor shall inform their contracted drivers of his/her requirement to provide the District with a copy of all such background and fingerprint check information for each contracted driver considered for placement in the District and will receive written permission from each contracted driver to share the results of his/her background check with the District.

Notwithstanding any other provision of this Agreement, the District reserves the right to prohibit any contracted driver from returning to or continuing his or her student driving route throughout the District.

- c. Tobacco/Vaping Prohibition: The use of tobacco or E-cigarette products on District owned, leased, or utilized property will not be permitted at any time. While performing services for the District, all drivers and attendants will refrain from tobacco or E-cigarette use. Refer to District Policy 9120.
- d. Intoxication Prohibition: The use of intoxicants or hallucinogen substances will not be permitted on District owned, leased, or utilized properties at any time.
- e. Weapons Prohibition: Weapons of any kind or items that may be construed as a weapon will not be permitted on District owned, leased, or utilized properties at any time.
- f. Contractor Responsibility Relative to Personnel Decisions. For the purposes of this Contract and interpretation thereof, it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Contract that the students be transported to and from school regularly, promptly, safely, and without interruption or incident and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor or its drivers. It shall be a primary obligation of the Contractor to operate its affairs so that the District will be assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor and the Contractor agrees to accept the full responsibility of

assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive or aid in the driving of a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of work or conduct whatsoever, nor shall the Contractor allow any person to drive or aid in the driving of a school bus who is not, at the time, in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor. The Contractor further agrees that the Superintendent or his/her Designated Representative shall have the right to require dismissal from the District service of any person who, in the opinion of the Superintendent or his/her Designated Representative, is not qualified to operate or aid in the driving of a school bus as set forth in this Contract or who does not meet the responsibilities and requirements of this paragraph.

- g. Appearance. Employees of Contractor are expected to be well groomed and appropriately dressed for the work being performed. Appearance is extremely important as it determines the image of the company in the eyes of the public, students and District personnel. The Contractor shall submit by August 1 of each contract year for District approval, uniforms that shall be Contractor provided and worn by all drivers and attendants at all times while providing services for Spokane Public Schools. If drivers/attendants are not in full uniform, they are not to be sent out on route. Uniforms must be clean at all times. Uniform is to consist of pants and shirt. If a hat is worn, it must be Contractor provided with Contractor's logo; no other hats are allowed.
- h. Staff Photo I.D. Badges. Each Contractor employee will obtain and wear visibly, above the waist, a Contractor provided photo identification badge within one week of employment.
- i. Service/Work Force Continuity Requirement. In order to provide continuity of service between contracts, the successful contractor shall offer driver positions for fifty percent (50%) or more of the current driving force serving Spokane Public Schools and will receive pay at a rate not less than last received provided that those drivers continue to hold all required licenses and certifications and that they meet all of the Contractor's standard nondiscriminatory employment requirements and background checks.
- j. Wages and Benefits. The Contractor agrees that, if awarded, all existing/transferring employees will be paid no less than the employee's current wage rate and fringe benefits at the time of the bid's issuance. All new employees shall be paid at a rate that is consistent with the existing employee hourly wage rate schedule. In addition to this hourly pay rate, all Contractor employees will be given a fringe benefit package (i.e., paid holidays, sick leave, and medical insurance, excluding all payroll taxes) amounting to a minimum of 14% of the employee's gross pay. Contractors shall submit with their proposal via the proposer's questionnaire a detailed explanation of their driver salary range and fringe benefit package.

Note: The District reserves the right to re-bid the entire Student Transportation Contract if rates submitted by the proposers are judged by the District to be prohibitively high.

- k. Labor Management Policy - Elements to Address. The District will require that labor management policies, acceptable to the District, be adopted, transmitted to the District by July 1, 2023, and implemented by the Contractor which addresses each of the following issues:
 - (1) Nondiscrimination and equal employment opportunity.
 - (2) Employment of displaced school bus drivers resulting from the proposal process, if any, who meet standards and qualifications of the Contractor.
 - (3) Requirements and qualifications for school bus drivers and attendants.
 - (4) Recruitment, screening, pre and post drug testing, drug and alcohol program, and background investigations of applicants for school bus driver and bus attendant employment.

- (5) Minimum driver and attendant wages and benefits.
 - (6) School bus driver and bus attendant training; include course content, description and training materials.
 - (7) School bus driver and bus attendant performance evaluation.
 - (8) Daily driving time limitation and mandatory safety rest periods for extended school bus trips outside the District.
 - (9) Qualifications of personnel authorized to perform school bus safety inspections.
 - (10) Prohibited acts of employees, including but not limited to: any citation for DWI, reckless driving or other serious infraction of traffic law, or any evidence of: alcohol abuse, possession or use of a controlled substance, child abuse, or other behaviors generally accepted as questionable for persons responsible for welfare and safety of children or safe operating condition of school busses.
- l. Proposed Labor Management Policies/Collectively Bargained Agreements. A written draft of proposed Contractor labor management policies and collectively bargained agreements must be attached to the Proposal for District review and analysis. All approved Contractor policies will be incorporated by reference into the Contract. Failure by the Contractor to implement policies accepted by the District may result in cancellation of the Contract at the option of the District or liquidated damages as defined in Section III of this Contract.
- m. School Bus Operation Policy - Elements to Address. The District will require written school bus operation policies, acceptable to (and a copy provided to) the District, be adopted and implemented by the Contractor and shared with all Contractor's employees which address each of the following issues.
- (1) Inservice requirements for drivers of basic and special needs routes and inservice requirements for bus attendants - be specific with number of hours per semester, course outline and content.
 - (2) Guidelines for parents and students including: behavior at school bus stops and on buses, prohibited carry on articles, and outline of due process procedures to be followed in the event of violation of District or Contractor student conduct policy.
 - (3) Resolution procedure for student misconduct on the bus, to include a bus driver mandate which prohibits unloading of any student at any location other than schools, designated stops, or other location as authorized by the District.
 - (4) Seating chart requirements and implementation process.
 - (5) School bus driver procedures for students with disabilities - to include supervision of loading, unloading, and underway; student health emergencies en route, and student drop off when health or safety of a student may be placed at risk.
 - (6) Additional first aid training: Many students now have "Medical Alert profiles". Each driver's notebook will contain a section to store this information and there will be a special statement next to the student's name on the bus roster to advise the driver that a special alert exists for this student. Many of these students will be on vehicles transporting students with special needs; however, some will be on regular school bus runs and field trips. All drivers need to be trained and required to review their route notebooks and rosters and review the medical information. Drivers and attendants will respond to students with special needs with appropriate procedures for which they have been trained

(i.e., administration of Epinephrine Auto-Injectors). In addition, there will be requirements for individual drivers to attend special briefings on an individual student's need. The training and certification of completion of this training will be provided by the Contractor.

- (7) Stability of driver assignment on routes between home and school.
 - (8) Student school bus emergency evacuation training.
 - (9) Reporting of each school bus accident that results in injury to any student within the bus or the vicinity of the bus, other non-injury accidents with students on board, and other school bus accidents, along with related Contractor personnel policies.
 - (10) Reporting of school bus driver traffic citation and driving citation records, along with related Contractor personnel policies.
 - (11) Reporting of daily bus times, miles, and rider counts, in sufficient detail to identify the basis of Contractor charges to the District.
 - (12) Compilation and filing of all necessary state reports which include school bus operations data, such as, route maps, routes and route stops, bus miles, or other related data.
 - (13) Disaster preparedness planning, including bus driver training for flooded roadway, extreme weather, earthquake, school bus fire, or other hazard with students on board, and to include coordination with the District for emergency transportation for the District and other government agency or community needs.
- n. Proposed Bus Operation Policies. A draft of proposed Contractor bus operation policies must be attached to the Proposal for District review and analysis. All approved Contractor policies shall be incorporated by reference into the Contract.
 - o. Sample Forms/Printing Costs. Contractor shall attach a copy of forms Contractor shall utilize in process of implementing above proposed policies. All printing charges should be factored into proposed rates.
 - p. Employment Laws and Regulations. Failure by the Contractor to comply with Federal and Washington State employment laws and regulations shall entitle the District to cancel the Contract at the exclusive option of the District.
 - q. District/Contractor Coordination. The first Friday of each month from 9:30 a.m. to 12:30 p.m. shall be reserved for a joint District/Contractor performance review meeting. A summary of all liquidated damages will be listed at this time.
 - r. GPS and Student Tracking. It will be the Contractor's responsibility to maintain, update, install and replace any non-operational GPS and Student Tracking units. The Contractor shall also update and maintain GPS system(s) with software and pay for the monthly service fee of such. The District will provide all student cards and accessories which will be issued to the students and schools.

9. OPERATIONAL PERSONNEL:

- a. Operational personnel are defined as those individuals directly involved in the control, supervision, maintenance and investigation of daily bus operations and procedures. The extent and coverage of the District's transportation needs require certain personnel available to assure the safety and success of these functions. A minimum of the following personnel shall be maintained during the term of this Contract. Job descriptions of each position must be provided by the Contractor. At no time will other Washington (non-District No. 81) contracts interfere with District operations. The personnel below shall be available and serve the District at all times.
 - 1 Full-time (40 hours per week) Contract Manager.
 - 1 Full-time (40 hours per week) Operations Supervisor (Asst. Manager).
 - 1 Full-time (40 hours per week) Safety Officer.
 - 1 Full-time (40 hours per week) Certified Driver Trainer/Operations Specialists.
 - 1 Full-time (40 hours per week) Personnel Training Specialist.
 - 4 Full-time (40 hours per week) Dispatchers (1 Supervisor - 3 Primary).
 - 3 Full-time (40 hours per week) Routing Specialist (separate from dispatch area, 2 Routing Specialists, 1 Support Router).
 - 1 Full-time (40 hours per week) Billing Specialist.
 - 1 Full-time (40 hours per week) Customer Service and Technical Support Specialist.
 - 1 Full-time (40 hours per week) Mechanic Foreman.
 - 6* Full-time (40 hours per week) Mechanics.
 - * - With current fleet size a minimum of 6 mechanics are required; as fleet increases/decreases, there should be a minimum of 4% ratio of mechanics to fleet size plus a full-time foreman.
 - 4 Full-time (40 hours per week) Transportation Success Team / Mentor (Job Coach)
- b. The Contractor shall provide an organizational chart listing names and phone numbers for management staff. One individual must be made available 24 hours a day by phone and have the ability to be in contact with the drivers by radio. The contract manager must be available 8:00 a.m. to 5:00 p.m., Monday through Friday by phone.
- c. The Contractor is required to have a Technical Support Specialist (Appendix C) to maintain high standards of quality control relative to technological equipment, computers and software functionality.
- d. The Contractor shall institute a Transportation Success Team (TST) program, or a similar driver/mentor program (Appendix C). This program shall consist of four (4) senior drivers who, by application to the program, shall be available to be assigned to any route to assist in establishing good student behavior. These drivers will be guaranteed six (6) hours of pay. Assignment of routes shall be done jointly by the District and the Contractor. These individuals will work with District transportation, download and review video, mentor drivers and aides, communicate with schools, work with citations and attend bus schools and repair meeting.
- e. Dispatch hours should be no less than 6 a.m. to 6 p.m. with a minimum of 3 of the 4 designated dispatchers during the peak hours of 7:00 a.m. - 9:30 a.m. and 1:30 p.m. - 4:30 p.m. At no time, shall the Contractor remove dispatchers to cover routes and trips without District prior approval. A minimum of 2 dispatchers are required between 9:30 a.m. to 1:30 p.m. Summer hours must be at least 7:00 a.m. to 5:00 p.m. During special events, at the request of the district, coverage may be required.
- f. Prior to regular route drivers and/or attendant being utilized for outside contract programs, a request will be submitted to the District Transportation Director for approval addressing how those drivers will be utilized. Coverage of these routes/drivers shall not be accomplished by utilizing the staff listed above (See Liquidated Damages, paragraph "d.(5)").

- g. The Contractor will designate a local branch office full-time staff member to serve as the media/public relations representative. This person will be responsible for responding to media inquiries in a timely (i.e., within 2 hours) manner, communicating with the District's community relations department and actively promoting safe transportation practices within the community. District shall have final approval of representative selection.
 - h. A Personnel Training Specialist whose primary position is to train drivers and student support staff on the policies and procedures of the Contractor and District shall be employed by the successful Contractor.
10. BUS ATTENDANTS: The Contractor shall be required to place a bus attendant or attendants on routes and shuttles which transport students with special needs at a level which adequately meets the needs of the students being transported. Such attendants shall be employed by the Contractor. The Contractor shall compute the salary, benefits, and any other associated costs of the bus attendants into the overall proposed rate schedule. As throughout this specification, there will be no additional cost or pass-through expenses to the District as a result of meeting this (or other) requirement(s). An attendant placed on the route need not remain if the student requiring these services no longer rides. The attendant shall be placed on the route based on the capabilities of the attendant to meet the needs of the student(s), ensuring the best interests of the student and District will be served.
11. SAFETY PROGRAMS:
- a. Employee Safety Program: The Contractor shall administer a safety program which shall be in full conformance with the requirements of the Washington State Industrial Safety and Health Act (WISHA). The Contractor's school bus driver safety and training program shall be submitted to the District with the Proposal. A qualified driver supervisor shall ride with every driver at least once each semester for the purpose of observing their driving and attendant practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules, and render a written evaluation of each performance on a Contractor provided form developed specifically for this purpose.
 - b. Student Safety Program: The Contractor will participate in pro-active student safety programs with the District. These programs may include bus safety as well as pedestrian safety. The total cost of such programs will be shared equally between the Contractor and the District. Participation with local safety groups such as Safe Kids, Spokane Regional Health District and the Spokane County Traffic Safety Committee is encouraged.
 - c. Student Health Care Plans:
Students with Special Needs: Any student requiring curb to curb service will be required to have a current Special Transportation Information Form on file with the District/Contractor. A copy of the form will be maintained in the routing office as well as maintained in the route book for the driver. The plans are otherwise not to be disseminated and shall be treated as confidential documents by the Contractor.

Regular education: Any student or guardian supplying a health care plan who rides a regular education bus will have a health care plan on file in the routing office. Any required appropriate medical forms will be supplied to the Contractor by the District Transportation Department. All forms provided shall be returned to the District at the end of each school year.
12. COMMUNICATION (RADIO) SKILLS: All drivers must have demonstrated an ability to communicate clearly in English over the radio prior to being placed on a route.
13. DISCIPLINE PROGRAM: The Contractor shall employ and designate a Safety and Discipline Officer who shall work with students, drivers, school personnel, and parents. It shall be the responsibility of the Safety and Discipline Officer to implement the Policies, Rules, and Regulations of the District as directed by the District Representative. Experience shows that it is desirable that the Safety and Discipline Officer be dedicated to these duties and that they not be performed as additional duties by other operating personnel or drivers. The discipline process will start with a "repair

meeting" with Transportation, Contractor and School. Egregious behavior on the first citation, a meeting will be set up with the transportation team, school, parents and student. After the second citation, the District will call another meeting with the aforementioned group(s). If no resolution, suspension will follow using the District Discipline Plan.

14. UNSCHEDULED CLOSING OF SCHOOLS: The District shall not be obligated to accept or pay for service herein agreed to be furnished by the Contractor on those days that, by direction of the Superintendent or his/her Designated Representative, any District school or schools are closed to insure the health or safety of the students or for any other lawful reason, and such closure reduces in part or whole the normal transportation service. The District agrees to notify the Contractor as soon as possible on such days of school closures and/or late school start times.
15. TRIP CANCELLATION: The District agrees to notify the Contractor as soon as possible of canceled special bus trips. If the District fails to give the Contractor adequate notification, one (1) hour prior to cancel special trips, the District shall pay the Contractor the driver(s) actual time or minimum call out time, whichever is less.
16. FORCE MAJEURE: It is agreed by the parties that in the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, civil commotion, or labor strife, the Contractor shall be excused from performance hereunder. In such situation, the District shall have the right, but not be required, to assume the operation of Contractor's buses, and the District may use whomever the District may deem appropriate for the operating and maintaining of such buses until the Contractor is able to resume operation. The Contractor shall keep all such buses serviced, fueled and available for the District's use at all times. If the District does not operate the buses, it is not obligated to make any payments. The District shall pay to the Contractor for such buses used, the same amount specified in the heretofore mentioned rate schedule, less all expenses and costs incurred by the District in securing and using the services of said operating personnel. Said expenses shall not exceed one hundred ten percent (110%) of the normal rate schedule. The Contractor shall provide supervisory personnel to assist the District.
17. PERMITS, LICENSES, LAWS, AND REGULATIONS: The Contractor and all of his/her employees or agents shall secure and maintain in force such licenses and permits as required by law to furnish transportation and other services required herein and shall comply with and observe all provisions of the Washington Motor Vehicle Code, Superintendent of Public Instruction codes, and any other governmental agency directive or law relating to the transportation of students. Subject to the prior approval of the State of Washington Department of Motor Vehicles and in accordance with the laws of the State of Washington, school buses operated by the Contractor may be licensed and titled showing the District as the registered owner/lessee and the Contractor as the legal owner/lessor. In such event, the licenses shall be obtained by the District at the Contractor's expense, including all District administrative costs associated therewith. If buses are licensed with tax-exempt licenses, the Contractor shall use such buses only for those purposes permitted under the terms of the tax-exempt license. Further, the Contractor agrees that if at any time vehicles are utilized in other types of service that it will, at its expense, purchase the necessary licenses and permits in compliance with state, county, and city laws. Upon termination of the Contract, Contractor agrees to forward all tax-exempt license plates to the District Representative.
18. INDEMNIFICATION/HOLD HARMLESS/DUTY TO DEFEND. Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party ("Indemnitor") agrees to defend, indemnify, and hold any other party ("Indemnitee") harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor's officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee's own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

Contractor further agrees that its, defense, indemnity and hold harmless obligations shall apply to Claims made by its own employees against an Indemnitee, but in that instance only to the extent of Contractor's own negligence or fault in whole or partly causing the claimant's damages. To that extent, Contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW in opposition to a claim for defense, indemnity, or hold harmless hereunder. Contractor agrees that this waiver of immunity under Title 51 RCW has been expressly and specifically negotiated by them.

19. INDEPENDENT CONTRACTOR:

- a. Any Contractor awarded a Contract will and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs services required by the terms of the Contract. Nothing contained in this Proposal, or related Contract, shall be construed as creating any form of a relationship of employer and employee, or principal and agent, between the District and the Contractor, or between the District and the Contractor's agents or employees.
- b. The Contractor will be required to assume exclusive responsibility for all acts of its employees during the course and scope of employment which relates to services to be provided to the District. The Contractor, its agents and employees, shall not be entitled to rights or privileges of District employment and under no circumstance be referenced as employees of the District.

20. LIMITATIONS ON ASSIGNMENT OF CONTRACT:

- a. No assignment of rights, burdens, duties, or obligations may be made by the Contractor receiving the Contract award, nor may any portion of Contract responsibility be sublet to another Contractor without written consent of the District.
- b. If a Contractor proposes subcontracting, or proposes a joint venture, a separate and complete District Proposal must be submitted for each proposed subcontractor or joint venture. If any Contract is awarded which includes a subcontract or joint venture, one Contractor must be designated as the prime Contractor and will be responsible for entire Contract performance.
- c. The District reserves the right to contract with outside transportation agencies in the event Contractor is unable to equitably provide service to small specific groups of specialized riders and/or routes.

21. INSURANCE: For the duration of this Contract, the Contractor shall maintain in force at its own expense insurance as follows:

- a. Worker's Compensation Insurance in compliance with Title 51 RCW.
- b. Liability Insurance as follows:
 1. A standard General Comprehensive Liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$20,000,000.00 for bodily injury liability and property damage liability; and (ii) contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by Contractor elsewhere in this Contract.
 2. A standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$20,000,000.00 for bodily injury liability, property damage liability, and uninsured/ under-insured motorist benefits; (ii) no-fault medical expense and Personal Injury Protection coverage for vehicle occupants and pedestrians and bicyclists, with limits of not less than \$35,000 per person per incident; (iii) and contractual liability

insurance coverage for the defense, indemnification, and hold harmless promises made by Contractor elsewhere in this Contract. Such policy shall also afford coverage for owned, hired, and non-owned vehicles.

3. With respect to the insurance policies required by Contractor by the immediately preceding subparagraphs b.1 and b.2, Contractor shall: (i) cause the insurer(s) from whom Contractor procures such insurance policies to issue endorsements attached to and made a part of such policies, naming and protecting the District and its employees, agents, directors, and representatives as additional insured under such policies, for all purposes and claims made against the District related to or arising in any way from the subject matter or performance of this Contract; and (ii) Contractor shall assure that such policies of insurance provide that they shall serve as primary-level insurance coverage with respect to any such claim made against the District, such that any liability insurance separately procured and maintained by the District shall be considered excess-level insurance coverage with respect to such claim.

There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this Contract, without thirty (30) days written notice to the District. Further within fifteen (15) days of the effective date of this Contract, Contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph b.3 and a certification that the insurance policies required by this Contract are in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this Contract. The District reserves the right to require Contractor to select different insurance carriers if deemed necessary by the District.

22. PERFORMANCE BOND: The Contractor shall provide a one hundred percent (100%) performance bond for the entire term of the Contract. Performance in succeeding school years shall be assured by successive bonds provided for one-year periods if requested by the District. The District has the right to waive or require these bonding requirements for any school year subsequent to 2023-2024. In the event waivers are granted, the Contractor shall, within thirty (30) days after the waiver, reimburse the District the total expense that would have been incurred by the Contractor had the waiver not been granted. The Contractor shall identify in the space provided in Section IV that amount of annual reimbursement to the District in the event bonding requirements are waived.
23. RATE SCHEDULES FOR SERVICES ORDERED BY THE DISTRICT OR STUDENT GROUPS: See Attachment I to this Section for the rate schedule (including fuel) for the first Contract year.
 - a. Basic Service--Regular To and From School Transportation Service. Charges for basic service, as well as summer school, to and from school for regular riders shall be on a per bus, per hour-day basis. Time charges for this service shall be computed to the nearest 1/10th hour in increments of six (6) minutes.
 - b. Special Needs Service--Additional Basic Service. Charges for special needs service to and from school for all riders shall be on a per bus, per hour-day basis including summer school requirements. Time charges for this service shall be computed to the nearest 1/10th hour in increments of six (6) minutes.
 - c. School Day Excess Hour Rate. Excess rate time shall apply to regular school day extracurricular/instructional field trips if the trip begins within 18 minutes of the last drop off of a run or connect within 18 minutes of a scheduled run/shuttle. Time charges for this service shall be computed to the nearest 1/10th hour increments of six (6) minutes.
 - (1) On overnight (extended) regular school day trips, the hourly rate shall be for that time the bus is moving or waiting. Hours when the bus is not required, i.e., when released at the end of the day by the student supervisor until the bus is again required the next day, are not to be charged to the

District. A minimum of eight (8) driving/waiting hours and per diem as stipulated in the approved rate schedule shall be paid by the District for each full day between the first and last day of the trip. The District is responsible for hotel room costs. Driver(s) must stay in close proximity to group/school hotel.

- (2) If any overnight (extended) trip is over both school days and non-school days, the hourly rates for each day will be determined based on the established school day and non-school day rate, including layover per diem.

d. School Day Billing Clarification Relative To Connecting Routes.

- (1) Three hour minimum and subsequent hourly rate beyond the three hour minimum will be applied to the following:
 - < All runs that are bid on by drivers such as home to school (basic and special needs) a.m., p.m., late take home, and special program shuttles.
 - < All connecting trips (extracurricular/instructional field trips or special shuttles) that do not require a driver call-out. This means the trip could begin within 18 minutes of the last drop off of a home to school run or vice versa, or connect within 18 minutes of a scheduled run/shuttle.
- (2) School Day Excess Hour Rate is only applicable where there is a need to call out a new driver.

- e. Non-school Day Excess Rate. The non-school day rate (time, and driver layover per diem) shall apply to all special bus trips scheduled on days other than regular school days, i.e., school vacation days, summer school (except as provided for in paragraph b above), Saturdays, Sundays, and holidays. Time charges for this service shall be computed to the nearest 1/10th hour in increments of six (6) minutes. In computing special bus trip hourly rates and layover costs, those rules stated in paragraph c above apply.

- f. Holidays. Holidays are stipulated as the Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Holiday, Presidents' Day, Memorial Day and Juneteeth, or as changed by the Washington State Legislature.

24. COMPUTATION OF PAYMENT FOR REGULAR SERVICE:

- a. Regular Student Transportation Service. For purposes of computation of payment for regular student transportation services, time will be measured from the time the bus leaves the Contractor's facility destined for scheduled pickup and delivery of students until return to the Contractor's facilities. This time will exclude fueling, inspection, cleaning, and check-out time. All route deadhead time has been pre-determined based on actual drive tests under typical condition and time frames from the current Contractor site, 1720 East Fairview. See Attachment II of this Section for time allowed per location. This time shall then be added to the actual time between first and last stops for accounting purposes. The rates herein shall be applied to the following process to establish the daily Contract cost for home-to and from-school service. The Daily Bus Report (DBR) monthly route averages will be used for billing. If alternative locations are used upon award of the contract, the District will establish updated deadhead times as necessary to provide to the Contractor.
- b. Other Than Regular Student Transportation Service. The time measurement described in paragraph 24a above applied to the Daily Bus Report shall be the basis for payment for service requested and provided for service other than regular student transportation service.

- c. New or Substitute Drivers. When a new or substitute driver is assigned a route, the time of the route will be computed on the average time of the regular driver's route time and invoiced on the billing accordingly.

- d. Escalation:

(1) It is recognized by the parties hereto that; (1) certain of the Contractor's operational expenses may change materially, up or down, during the Contract period; (2) that such changes in cost may not be determined in advance; (3) that without a realistic escalation provision in the Contract, the parties must of necessity agree on a rate high enough to compensate for possible, yet unknown added costs to cover the entire term of the Contract; (4) that if an escalation provision which is fair and just to both the Contractor and the District is included in a Contract, cost projections and bids can be more accurate and the corresponding rate the District would pay will be lower than it otherwise would be.

(2) It is therefore agreed by both parties that the compensation for the services described herein may be adjusted for the second, third, fourth, and fifth years, up or down, not to exceed the Implicit Price Deflator (IPD). Each annual IPD percentage will be calculated using the 12-month Gross Domestic Product (GDP) of 2023 as the base year and each 12-month period ending December 31 of the previous year as the cap for annual cost increases. Such proposed rate increases and their thoroughly documented justifications shall be submitted to the District representative by March 1 of the year preceding the proposed rate increase. If the parties are unable to agree on the amount or types of costs covered by this provision by May 1, a mutually agreeable third party shall mediate the dispute. Under no circumstances shall any cost increase be applied retroactively.

Only in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, or regulations, or certain operational expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. If there are extraordinary cost increases to the vendor that exceed the IPD percentage, then a request for consideration may be presented to the District representative with detailed documentation of costs from the previous contract year and current contract year to evidence the increase not later than March 1 of the year preceding the proposed rate increase. Cost decrease of significance shall be included as well. Approval of any increases shall be at the sole discretion of the Spokane Public Schools. At no time during the Contract will an annual percent increase be fixed and automatic.

(3) In the event changes in local, state, or federal taxes, laws, specifications, or regulations or changes in cost of buses, materials, or insurance which could not reasonably have been anticipated by the Contractor and which cause the Contractor's costs for providing services under this agreement to increase (cost of fuel fluctuations and overhead cost increases shall not be considered justification for a rate increase), then the parties shall determine a reasonable and just amount to cover such increase not to exceed the IPD year end figure. This amount shall be reflected in the rates negotiated for the next school fiscal year. Such proposed rate increases and their thoroughly documented justifications shall be submitted to the District representative by March 1 of the year preceding the proposed rate increase. If the parties are unable to agree on the amount or types of costs covered by this provision by May 1, a mutually agreeable third party shall mediate the dispute. Under no circumstances shall any cost increase be applied retroactively.

25. FUELS:

DIESEL: It is agreed that all fuels required in the performance of this Contract shall be provided by the Contractor including any winter blending additives required. It shall be the Contractor's responsibility to keep accurate records as to use of fuel in each bus and to furnish the District monthly reports in a format approved by the District as to the exact amount of fuel used, and all costs associated therewith, to assure that the District has all of the required data to file Federal Excise Tax or other Special Tax Exemption certificates. Whenever any bus used by the Contractor in fulfillment of this Contract is also used for other purposes, records shall be maintained by the Contractor for such buses showing fuel used in the District's service, and fuel used in non-District service. The District shall have the right to inspect any relevant records of the Contractor to verify fuel usage at any time. The parties agree that fuel prices may escalate or de-escalate only in exact proportion to an established price base. That price base shall be as published by "Oil Price Information Service (OPIS) Headquarters, 2099 Gaither Rd., 5th Floor, Rockville, MD 20850, for Petroleum Administrative District (PAD) 4/5, Spokane, WA, "AVERAGE". All bids will include the cost of fuel as of September 16, 2022, determined to be \$3.458 per gallon at that time, which is the base period for subsequent adjustments. Using the base period, reimbursements to either the District or the Contractor for changes in price only, will be based on, and equal to, the aforementioned AVERAGE price as published in the OPIS. Reconciliation and reimbursement shall be accomplished monthly.

PROPANE AUTOGAS FUEL: It is the Contractor's responsibility to install and maintain a propane auto gas fueling station of appropriate size for the number of buses and a growing propane fleet. It is agreed that all fuels required in the performance of this Contract shall be provided by the Contractor. It shall be the Contractor's responsibility to keep accurate records as to use of fuel in each bus and to furnish the District monthly reports in a format approved by the District as to the exact amount of fuel used, and all cost associated therewith, to assure that the District has all of the required data to file Federal Excise Tax or other Special Tax Exemption certificates. It will also be the Contractor's responsibility to apply for any government fuel credits for the benefit of the school district. Whenever any bus used by the Contractor in fulfillment of this Contract is also used for other purposes, records shall be maintained by the Contractor for such buses showing fuel used in the District's service and fuel used in non-District service. The District shall have the right to inspect any relevant records of the Contractor to verify fuel usage at any time. The parties agree that fuel prices may escalate or de-escalate only in exact proportion to an established price base. That price base shall be based on an average as determined by research done by a District official monthly. For the purposes of this proposal, that base amount shall be \$1.1963 per gallon as of November 20, 2022.

26. INVOICES AND PAYMENTS:

- a. The Contractor shall maintain an account of all Daily Bus Report activity on a computer spreadsheet that is compatible with the District's to provide a method of tracking daily bus activity for accounting purposes.
- b. The Contractor shall submit to the District Representative (by the 10th of each month) invoices in duplicate, in an electronic format acceptable to the District. The billing for each month shall consist of the actual costs of that month's transportation services computed by account number delineations as provided for in paragraphs 23 and 24 and any adjustment to services from the preceding month.
- c. Subject to the acceptance and approval of the billings, the District shall issue a warrant in payment on or about the last working day of the month. Payment by the District of any invoices shall constitute full and final payment for services rendered for the period covered by such invoice, unless the Contractor files a written claim for error or omission within sixty (60) calendar days of the date of such invoices.
- d. Reimbursement for tolls, parking and entrance fees.
The Contractor will not access parking where fees are required unless all other options have been exhausted. The Contractor shall provide the District with the original receipt of extra charges incurred on trips for tolls and parking. Entrance fees for the drivers to events will not be borne by the District. Parking violations will be the sole responsibility of the Contractor.

- e. The District has the right to deduct any liquidated damage amount provided by this Contract from any Contractor invoice received by the District.

27. CANCELLATION:

- a. Should the Contractor fail to comply with any of the terms or conditions set forth in this Contract, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform the transportation needs of the District under the Contract, then, and in that event with thirty (30) days written notice to the Contractor, the District shall have the right to terminate this Contract. In such event, the Contractor shall not be entitled to any payment or reimbursements for the termination of this Contract. In the event of termination of Contract or the District determining to provide its own transportation, the District may buy or lease and the Contractor agrees to sell or lease to the District any or all of the buses that are then being used in direct application to this Contract to be determined by one of the following options, at a price agreed to hereinafter:
 - (1) Outright purchase of any or all of the buses.
 - (2) Purchase any or all of the buses on a conditional sales Contract over a period of three (3) years.
 - (3) Lease any or all of the buses over a period of five (5) years.
- b. In any such event, the Contractor hereby grants to the District an option to purchase and/or lease any or all of the buses that are being used by the Contractor in the performance of this Contract. Should the District desire to purchase or lease any or all of the buses, it shall exercise the option to purchase or lease by notifying the Contractor in writing at least sixty (60) calendar days prior to the expiration of this Contract or thirty (30) calendar days prior to termination, in the event of termination.
- c. In the event that the District exercises its option to purchase or lease any or all of the Contractor's buses, the fair market value of the buses shall be determined by appraisal of three (3) qualified appraisers, one of which shall be selected by mutual agreement of the District's and Contractor's appraisers. Payment of the third expert shall be mutually shared. The value of each vehicle shall be established by a majority vote of the three experts. Should the District elect to purchase or lease the buses, the appraisers shall additionally determine the fair market value of said lease payment and/or purchase price.
- d. It is understood and agreed that the District shall have the option to acquire any or all of the Contractor's buses by any of the options or combination of options shown in paragraph 27a, whichever is deemed to be in the best interests of the District. It is further understood and agreed that any interest rates payable by the District under these provisions shall not exceed the existing statutory limit, or two (2) points over the existing prime rate of Chase Manhattan Bank of New York, whichever is less.

28. LOCATION OF FACILITY: The Contractor, while performing the requirements for transportation services specified herein, shall operate from a centrally located facility within the boundary of the District, or multiple facility sites strategically located to efficiently serve specified geographic areas of the District (Contractor is responsible for submitting proposal for multiple facility sites using the District's RFP response format as shown in Section IV). Location and adequacy of the facility(ies) shall be subject to the approval of the District Representative and may be changed only upon the approval of the District Representative (see Exhibits A.1 and A.2, Consent Decrees, Attorney General ruling regarding facility availability). In any event, the evaluation of trip time will be computed as in paragraph 24 using existing routes and the most direct route to and from the established regular route.

Should the district purchase or lease land and facilities for the purpose of housing the bus center, the Contractor will be required to use such property for their operation at no additional cost to the District.

29. OFFICE SPACE PROVIDED: Contractor shall provide office space, a dedicated telephone line, internet access, and furniture within its facility for one (1) District employee whose responsibility is to perform District specified clerical tasks necessary to facilitate the coordination of activities between the District and the Contractor. In addition, office space shall also be provided for a District staff member to work in close proximity with the Contractor's Router. This District staff member shall have unfettered access with a unique login (not shared) to Contractor's routing software program.
30. PROPOSAL DISCLOSURE: By submission of a Proposal, each Contractor and each person signing on behalf of any Contractor certifies under penalty of perjury, that to the best of their knowledge and belief, the prices in its Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other contractor or competitor, and further, that the prices which have been stated in its Proposal have not and will not be knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or competitor.
31. SAVINGS CLAUSE: The Contractor and District agree that, in the event any provisions specified herein are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.
32. INTEGRATION/MODIFICATION: The Contract between the parties constitutes the entire and exclusive agreement regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties.
33. MANDATORY DISPUTE RESOLUTION PROCEDURE: In the event that a dispute shall arise regarding the terms, conditions, or breach of the Contract between the parties, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. The site of any mediation shall be in Spokane, Washington.
- Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the Arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses. The site of any arbitration shall be in Spokane, Washington.
34. ATTORNEY FEES AND COSTS: In the event legal action becomes necessary to enforce or interpret the terms of this Contract, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, in any subsequent legal action, the prevailing party in the legal action shall be entitled to recover reasonable attorney fees and costs incurred in such action, as determined by the court. In the event of any appeals from such action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeals, and determined by the court(s). The term costs shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term action shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.
35. GOVERNING LAW/VENUE: The terms of this Contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the venue of such action shall be in Spokane County, Washington.

STUDENT TRANSPORTATION SERVICES
RATE SCHEDULE

(See Section II, paragraph 23)

The following rate schedule applies for Student Transportation Services, for the period September 1, 2022, through July 31, 2023.

A. Basic and Special Needs Service Rate Schedule for Regular To and From Home Student Transportation:

	MINIMUM 3 HOURS		OVER 3 HOURS	
	With Attendant	Without Attendant	With Attendant	Without Attendant
20 (Type A)	N/A	N/A	N/A	N/A
71-85 passengers	414.17	345.42	62.04	41.20
Lift Bus	414.17	N/A	62.04	N/A

B. School Day Excess Hour Rate:

	FIRST HOUR		OVER 1 HOUR	
	With Attendant	Without Attendant	With Attendant	Without Attendant
20 (Type A)	N/A	N/A	N/A	N/A
40-50 passengers	N/A	N/A	N/A	N/A
71-78 passengers	62.04	41.20	62.04	41.20
Lift Bus	62.04	N/A	62.04	N/A

C. Non-School Day Excess Rate:

	FIRST HOUR		OVER 1 HOUR	
	With Attendant	Without Attendant	With Attendant	Without Attendant
20 (Type A)	N/A	N/A	N/A	N/A
71-85 passengers	62.04	41.20	62.04	41.20
Lift Bus	62.04	N/A	62.04	N/A

D. Per Diem: \$44.00 per day for meals and incidentals (District will provide lodging)

STUDENT TRANSPORTATION SERVICES
DEADHEAD TIME ALLOWANCE

(Applicable to all District routes and field trips)
(See Section II, paragraph 24.a)

HIGH SCHOOLS

Ferris	20 minutes
Hart Field	20 minutes
The Community School	15 minutes
Lewis & Clark	15 minutes
North Central	10 minutes
Rogers	5 minutes
Shadle Park	15 minutes
NEWTECH	5 minutes
On Track	5 minutes

MIDDLE SCHOOLS

Chase	25 minutes
Flett	20 minutes
Garry	10 minutes
Glover	15 minutes
Sacajawea	20 minutes
Salk	20 minutes
Shaw	5 minutes
Yasuhara	5 minutes

ALTERNATIVE SCHOOLS

Bryant	15 minutes
Pratt Academy	20 minutes
Libby Center	15 minutes
MAP	10 minutes
Montessori School	15 minutes
Old Jefferson	20 minutes

ELEMENTARY SCHOOLS

Adams	20 minutes
Arlington	15 minutes
Audubon	15 minutes
Balboa	20 minutes
Bemiss	5 minutes
Browne	20 minutes
Cooper	10 minutes
Finch	20 minutes
Franklin	15 minutes
Garfield	10 minutes
Grant	15 minutes
Hamblen	20 minutes
Holmes	20 minutes
Hutton	20 minutes
Indian Trail	20 minutes
Jefferson	20 minutes
Lidgerwood	10 minutes
Lincoln Heights	15 minutes

Linwood	15 minutes
Logan	5 minutes
Longfellow	5 minutes
Madison	15 minutes
Moran Prairie	25 minutes
Mullan Road	25 minutes
Regal	5 minutes
Ridgeview	15 minutes
Roosevelt	15 minutes
Scott	15 minutes
Stevens	10 minutes
Westview	20 minutes
Whitman	10 minutes
Willard	10 minutes
Wilson	20 minutes
Woodridge	25 minutes

STUDENT TRANSPORTATION SERVICE
ESTABLISHED ROUTES AS OF SEPTEMBER 2022
Regular Daily Routes (as used for Billing Purposes)
Minutes and miles also include any late take home

<u>Route Number</u>	<u>Bus Size</u>	<u>Miles</u>	<u>Minutes</u>
101	71	47.06	275.44
102	71	34.00	255.74
103	71	48.66	273.68
104	71	31.75	254.14
105	71	20.76	178.80
106	71	19.95	159.68
107	71	33.96	228.28
108	71	24.72	235.68
109	71	25.09	194.74
110	71	37.19	254.08
111	71	50.34	339.20
112	71	22.53	229.10
113	71	37.86	219.56
114	71	27.15	171.56
115	71	33.79	228.14
116	71	28.13	211.80
117	71	46.77	228.38
118	71	34.25	216.44
119	71	38.73	250.38
120	71	50.77	311.34
121	71	28.27	217.68
122	71	11.54	131.26
123	71	40.38	277.41
124	71	61.62	352.90
125	71	25.38	173.56
126	71	29.95	218.38
127	71	48.05	236.02
128	71	44.07	314.58
129	71	30.02	209.34
130	71	27.29	196.74
131	71	35.60	249.72
132	71	21.73	171.04
133	71	37.67	187.02
134	71	24.00	150.90
135	71	30.05	211.26
136	71	18.52	177.08

137	71	16.37	130.50
138	71	36.79	240.02
139	71	45.47	304.82
140	71	52.48	268.72
141	71	31.97	207.38
142	71	46.05	285.34
143	71	28.12	226.64
144	71	24.59	197.80
145	71	42.91	242.90
146	71	32.76	228.48
147	71	41.70	254.98
148	71	41.79	265.44
149	71	33.91	226.86
150	71	25.04	240.22
151	71	40.10	179.64
152	71	27.00	199.66
153	71	23.54	115.68
154	71	29.63	257.66

Annual Field Trip Data

2018-2019

(Due to COVID, Field Trip Data for the past 3 years has varied greatly, therefore we are utilizing the 2018/2019 data.)

	<u>Hours</u>	<u>Trips</u>
2018	13,177	5,499
2019	14,315	5,226

STUDENT TRANSPORTATION SERVICE
ESTABLISHED ROUTES AS OF SEPTEMBER 2022
Special Needs Daily Routes (as used for Billing Purposes)
Minutes and miles also include any late take home

<u>Route Number</u>	<u>Bus Size</u>	<u>Miles</u>	<u>Minutes</u>
201	14	42.49	286.62
202	14	32.56	251.10
203	14	38.61	277.38
204	14	32.77	229.08
205	14	29.16	228.90
206	14	21.36	228.74
207	14	24.59	316.84
208	14	32.96	236.62
209	14	30.81	220.02
210	14	40.03	234.78
211	14	52.13	311.44
212	14	41.96	232.08
213	14	35.03	259.90
214	14	20.47	173.08
215	14	50.93	359.40
216	14	23.66	171.90
217	14	26.45	203.78
218	14	32.12	193.88
219	14	50.14	333.32
220	14	27.19	210.60
221	14	27.95	152.20
222	14	30.64	230.44
223	71	34.16	235.84
224	71	21.99	179.92
225	71	30.48	217.80
226	71	41.76	295.54
227	71	35.37	220.20
228	71	36.86	254.14
229	71	73.08	180.68
230	71	38.78	246.38
231	71	29.49	230.92
232	71	28.91	219.40
233	71	35.89	225.50
234	71	31.43	206.22
235	71	23.46	200.62
236	71	22.98	157.96
237	71	40.33	221.32

238	71	19.45	137.54
239	71	28.25	171.32
240	71	34.22	209.26
241	71	38.59	249.11
242	71	30.39	250.80
243	71	13.71	76.18

STUDENT TRANSPORTATION SERVICE
ESTABLISHED VAN ROUTES AS OF SEPTEMBER 2022
Daily Routes (as used for Billing Purposes)
Minutes and miles also include any late take home

<u>Route Number</u>	<u>Bus Size</u>	<u>Miles</u>	<u>Minutes</u>
Van 1	5	27.78	157.74
Van 2	5	37.50	244.44
Van 3	5	34.14	241.50
Van 4	5	15.62	119.54
Van 5	5	20.67	132.90

STUDENT TRANSPORTATION SERVICES
LIQUIDATED DAMAGES

LIQUIDATED DAMAGES: It is agreed by the Contractor and District that:

1. Prompt and safe transportation of students to schools and to their homes is essential for students to benefit fully from their school experience, while minimizing the burden to students, their families and school staff.
2. From the nature of the services to be rendered it would be impractical and extremely difficult to fix the actual damage under the Contract.
3. There shall be assessed as liquidated damages, but not as penalty the amount(s) set out below. Assessment of liquidated damages shall not in anyway prohibit the District from enforcing its indemnification, hold harmless and defense rights under this Contract. District radio log/recordings, daily bus reports, route notebooks, videotapes, or equipment inspection will be used as verification.
 - a. \$1000.00 may be assessed for each incident of the following:
 - (1) Computerized routing system not fully functional on both Contractor and District computers with current maps and student data. (e.g. not complying with Section II, Paragraph 5.e & 5.f)
 - (2) Student left on bus at bus yard.
 - (3) Student lost due to driver negligence.
 - (4) Special Ed student dropped off at home or school without supervision or District approval.
 - (5) For each day after the 10th of each month when invoices are to be submitted to the District.
 - (6) Student dropped off at their home without District approval.
 - b. \$700.00 may be assessed for each incident of the following:
 - (1) Morning, noon or afternoon trip missed or exceeds 10-minute delay (excluding documented weather delays).
 - (2) Failure of driver and attendant of special needs students to meet with District designated special needs staff at each school of their assigned routes by the end of the second week of September.
 - (3) Failure of driver to report for and/or execute District/State-mandated safety exercise for students or student management in-services.
 - (4) Failure to maintain and implement seating charts at elementary, middle school and program schools (Excelsior) and/or failure to provide forward these charts to the schools and District Transportation office.

STUDENT TRANSPORTATION SERVICES
LIQUIDATED DAMAGES (CONT)

- (5) Failure to maintain and implement student eligibility rider lists for all school levels and locations.
 - (6) Use of exempt vehicle license plates for non-District service.
 - (7) Failure for a lost and/or late driver to call Central Dispatch.
 - (8) Driver misses stop or fails to pick up or drop off student(s).
 - (9) Switching regular route driver to temporary assignment (field trip/charter, BTW training or rodeo) and covering regular driver route with substitute driver.
- c. \$400.00 charges may be assessed for each incident of the following:
- (1) Failure by Contractor employees to immediately follow District-prescribed procedures for reporting breakdowns, accidents, serious student management incidences, buses out of service, buses being placed back into service, late buses, cover, relief, or standby drivers on route or to submit proper/complete reports.
 - (2) Two way radio not provided for a bus (including stand-by buses) at \$400/day until Contract provision is met.
 - (3) At the District's discretion, any repeated violation of Contractor's policies or procedures shall result in liquidated damages. This determination shall be based on case by case evaluation of the problem with prior discussion with the Contractor.
 - i. At the discretion of the District, liquidated damages will be applied to any items that are in the Contract relating to RCW or WAC that may not be complied to. The District will also apply liquidated damages to repetitive violations.
 - ii. Failure of the Contractor to require drivers to conduct a dry run of the route to ensure familiarity or placing a substitute driver on a route that he/she is unfamiliar with.
 - (4) Failure to maintain operating video camera equipment or failure to provide clear video within twenty-four (24) hours of District request.
 - (5) Failure to provide good customer service as determined by the District.
- d. \$200.00 charges may be assessed for each incident of the following:
- (1) Use of bus driver to cover two (2) routes assigned by District to the Contractor with the intention of a driver for each route.
 - (2) Failure of a driver or dispatch to keep up-to-date route notebooks or route description.

STUDENT TRANSPORTATION SERVICES
LIQUIDATED DAMAGES (CONT)

- (3) Failure to furnish District with monthly updated route/driver list or termination listing with confirmation of returned ID badges.
 - (4) Failure to clean a dirty bus (interior and exterior) within twenty-four (24) hours of notice.
 - (5) Lack of notification or failure to obtain prior approval of administration personnel as sub driver. Will be assessed per day, per route if notification/approval is not secured prior to substitution.
 - (6) Incident of driver or attendant smoking or using intoxicants on school grounds, within view of students being transported, while on a bus, or while performing District service.
 - (7) Any bus cited as Out of Service during a Washington State Patrol bus inspection.
 - (8) Failure of driver/attendants to be conducting District business without proper uniform attire.
 - (9) Failure to maintain three (3) of the four (4) designated dispatchers during the peak hours of 7:00 a.m. - 9:30 a.m. and 1:30 p.m. – 4:30 p.m. and a minimum of 2 dispatchers as required between 9:30 a.m. to 1:30 p.m.
 - (10) Failure to return telephone calls to parents, school staff and District transportation office within twenty-four (24) hours.
4. Damages for trip delays which are in the sole judgment of the District clearly and unquestionably caused by factors totally beyond the control of the Contractor will be waived by the District.
5. The above damages are cumulative if a single incident includes more than one category.

It is the District's preference to continue a good working relationship between the District, Contractor and parents. It is agreed that prompt and safe transportation to schools and to their homes is essential for students to benefit fully from their school experience, while minimizing the burden to students, families and school staff.

The Contractor may propose an option to provide a service at no cost (i.e., field trips) to the transportation office in lieu of liquidated damages. The Contractor will notify the District of all missed trips and the rectification to the school or group. If the Contractor fails to comply, the District will assess liquidated damages accordingly.

STUDENT TRANSPORTATION SERVICES

PROPOSAL DOCUMENT

Sealed proposals must be submitted on this form, [sealed in a box or container], with the an "RFP 1-2223" sticker placed on the bottom left-hand corner on the top of the response container plainly showing the Contractor's name and the RFP Opening Date; and deposited at the Purchasing Office, Spokane School District No. 81, 2815 East Garland Ave., Spokane, Washington 99207, not later than 2:00.00 p.m. PST, Wednesday, January 18, 2023, at which time all Proposal submitters will be publicly acknowledged. Three copies of the proposal must be submitted (one original, marked or stamped "ORIGINAL" and two copies, as well as two thumb drives). Proposals received after the time indicated will not be considered.

The Request for Proposal number (RFP 1-2223) must appear on any technical data or other information furnished by your company for this proposal.

TO THE BOARD OF DIRECTORS OF SPOKANE SCHOOL DISTRICT NO. 81

The undersigned hereby proposes and if such proposal is accepted, agrees to enter into a Contract with Spokane School District No. 81, Spokane, Washington, to provide the following service in strict accordance with all terms and conditions, specifications, and general requirements of the RFP and the rate schedule set forth below.

RATE SCHEDULE

The following Rate Schedule shall apply to the Contract awarded for STUDENT TRANSPORTATION SERVICES, for the period August 1, 2023, through July 31, 2028.

A. Basic and Special Needs Service Rate Schedule for Regular To and From Home Student Transportation:

1. With Bus Attendants

Passenger Size of <u>Vehicle</u>	Minimum Daily Hours of Operation and Rate for First <u>3 hours of Operation</u>	Hourly Rate <u>Over 3 hours</u>
71-85	_____	_____
Lift Bus	_____	_____

2. Without Bus Attendants

Passenger Size of <u>Vehicle</u>	Minimum Daily Hours of Operation and Rate for First <u>3 hours of Operation</u>	Hourly Rate <u>Over 3 hours</u>
71-85	_____	_____

B. School Day Excess Hour Rate

1. With Bus Attendants

Passenger Size of <u>Vehicle</u>	Dollars/First Hour (<u>Minimum call-out</u>)	Dollars/ <u>Additional Hour</u>
40-50	_____	_____
71-85	_____	_____
Lift Bus	_____	_____

2. Without Bus Attendants

Passenger Size of <u>Vehicle</u>	Dollars/First Hour (<u>Minimum call-out</u>)	Dollars/ <u>Additional Hour</u>
40-50	_____	_____
71-85	_____	_____

BASIC RFP (continued)

RFP NO. 1-2223

Section IV

C. Non-school Day Excess Rate**1. With Bus Attendants**

<u>Passenger Size of Vehicle</u>	<u>Dollars/First Hour (Min. Call-out)</u>	<u>Dollars/ Additional Hour</u>	<u>Layover Per Diem</u>
71-85	_____	_____	_____
Lift Bus	_____	_____	_____

2. Without Bus Attendants

<u>Passenger Size of Vehicle</u>	<u>Dollars/First Hour (Min. Call-out)</u>	<u>Dollars/ Additional Hour</u>	<u>Layover Per Diem</u>
71-85	_____	_____	_____

D. Alternate Vehivcles used for transportation:**1. With Bus Attendants**

<u>Passenger Size of Vehicle</u>	<u>Minimum Daily Hours of Operation and Rate for First 3 hours of Operation</u>	<u>Hourly Rate Over 3 hours</u>
15-20	_____	_____
5-7 Non-CDL Mini-Van	_____	_____

2. Without Bus Attendants

<u>Passenger Size of Vehicle</u>	<u>Minimum Daily Hours of Operation and Rate for First 3 hours of Operation</u>	<u>Hourly Rate Over 3 hours</u>
15-20	_____	_____
5-7 Non-CDL Mini-Van	_____	_____

E. District will provide lodging and a flat rate of \$44.00 per diem for driver each day for meals and incidentals.

In the event Performance Bonding Requirements for school years subsequent to 2023-2024 are waived as provided for in paragraph 22, Section II, the Contractor shall reimburse the District

\$_____ annually.

Proposals are subject to all requirements furnished with this RFP document. By signing RFP, Contractor affirms having read the all of the terms and conditions and specifications and agrees thereto and warrants that Proposals supplied herein conform to specifications herein, except if otherwise stated in a special written condition by Spokane Public Schools District No. 81.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)

(Signature: Proposal not acceptable unless signed by an Authorized Officer or Employee. Rubber stamp or typed signature is NOT acceptable.)

SPOKANE PUBLIC SCHOOLS DISTRICT NO. 81

EVIDENCE OF INSURANCE AND INSURABILITY

The Proposal shall include a copy of one or more insurance certificates currently held by your company that include liability coverage, as well as property, casualty, theft and fire coverage. The successful Contractor will be required to provide a certification of your company’s insurability pursuant to the terms and conditions of the Contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force; and (2) has been issued for the purposes of insuring a school district that currently contracts for student transportation services.

Company Name

Date

Signature of Authorized Agent

Printed Name

Title

SPOKANE PUBLIC SCHOOLS DISTRICT NO. 81

PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

School Bus Inventory

On a separate spreadsheet, submit the description of all buses to be provided for this Contract by the Contractor. Include the following information on said spreadsheet

<u>Co. Bus or I.D No.*</u>	<u>Passenger Capacity</u>	<u>Year of Manufacture</u>	<u>Make</u>	<u>Mileage</u>	<u>Age (Based on Date put into Service)</u>
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* If to be purchased, provide Manufacturer's Certificate Number.

Property Summary

On a separate spreadsheet, submit a list of specific equipment Contractor will provide in response to specification requirements (i.e., computer hardware, computer software, mobile and handheld radios, pagers, security cameras, etc.). Be sure to list quantity, manufacturer, model, estimated value and any peripheral equipment necessary. For the computer, please be very specific on speed and capacity. Include the following information on said spreadsheet

<u>Quantity</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Approx. Dollar Value</u>
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SPOKANE PUBLIC SCHOOLS DISTRICT NO. 81

TRANSPORTATION RFP QUESTIONNAIRE

To the Contractor:

The following questionnaire is a part of this RFP. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your Proposal. Any errors, omissions or misrepresentations of the information may be considered as a basis for the rejection of the Proposal and may be grounds for the cancellation of any Contract executed as a result of the RFP.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the questions they address.

If you have reason to believe that your company's policies or practices may change from those it currently uses, should your company be awarded this Contract, you must make explicit the policies and practices your company will follow as it provides transportation services to the District.

1. Name, address, telephone number, fax number and email address of legal entity with whom the Contract would be written and all trade names/assumed names and the states wherein those trade names/assumed names are used and a list of all states in which the Contractor is qualified to do business and the nature of the business done in each state.
2. Name, address, telephone number, fax number, and email address of each of the Contractor's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.) and each owner of five percent (5%) or more of the equity interest in the Contractor; and if the Contractor is a subsidiary, each owner of five percent (5%) or more of the equity interest in the parent entity.
3. The type of entity under which the Contractor's business shall be operated and the state of legal residence of the entity (e.g., corporation, partnership, limited partnership, trust, sole proprietorship, etc.).

State of Residence

4. Federal Employer ID and, if applicable, include State of Washington Registration Numbers, Industrial Insurance Registration and Unemployment Compensation Insurance numbers if the Contractor provides services in the State of Washington; otherwise, provide information for the state in which the Contractor provides the most contracted services. The District reserves the right to request additional information as needed.
5. If any party above named is, or was, an employee of Spokane Public Schools in the past twenty four (24) months, indicate his/her job title, and, if applicable, separation date.
6. If any owner or key employee of the Contractor is related by blood or marriage to any District employee or trustee, or has a close personal relationship to any District employee or trustee, indicate each key employee and District employee.
7. Provide the complete criminal conviction record, if any, of all parties named in A1 or A2 above.

B. NATURE OF OPERATIONS

1. Is your company currently engaged in providing home-to-school transportation services under a contract with a public school district?

_____ No _____ Yes If Yes, number of years _____

2. List State of Washington transportation permits (City and State) under which you currently operate if the Contractor provides services in the State of Washington; otherwise provide information for the state in which the Contractor provides the most services. The District reserves the right to request additional Contractor information as needed:

<u>State License Number</u>	<u>Description</u>
-----------------------------	--------------------

3. Are you currently, or have you ever, provided transportation services for special needs students?

_____ No _____ Yes If Yes, number of years _____

4. State the number of years you have engaged in public student transportation services:

In the State of Washington _____ years

Outside the State of Washington _____ years

Total Years of Experience _____ years

5. For every public school district in the State of Washington to which your company currently provides, or has provided within the last three years ending 6/30/12, student transportation under contract, please provide name and location of the public school district and the name, phone number, fax number and e-mail address of contact person. Otherwise, provide the same information for the state in which the Contractor provides the most contracted services. It is up to each contractor to provide reference contacts that will respond to Spokane Public Schools' reference request. **When a reference contact call is made but a voice message is left because the contact is unavailable, this contact person will have three (3) business days to return the call. If they do not return the call in that time frame, the contractor will receive zero points from that reference, which may lower the contractor's overall reference score.**

The District reserves the right to request additional information as needed. Please provide the following data for each requested public school district:

- a. Name of your company's current or last terminal manager at the location and the manager's length of service at that location.
- b. Types of transportation services your company provides under the Contract (regular home-to-school, special needs, other).
- c. Number of buses involved.
- d. Average annual mileage.
- e. Number of students transported.
- f. Beginning and ending dates of the contract term.
- g. Union affiliation (if any) of drivers under contract.

II. MANAGEMENT AT THE TERMINAL

- A. The District strongly believes that the individual holding the position of Facility Manager is critical to the provision of consistent and high quality transportation services. List the candidates proposed for assignment to the District's terminal. If your company is awarded this Contract, you will be expected to assign the person you have proposed unless the District has specifically rejected your proposed candidate. If your company is awarded this Contract, you may, with the written permission of the District, substitute individuals not named in your proposal. For the individual you propose as a potential Facility Manager to be assigned to the District's terminal, please provide the following information:

1. Name of the proposed Facility Manager:
2. Tenure with your company in years:
3. Experience in related positions within your company or with other companies in years:
4. Current and two (2) most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held:

- B. On a separate page, please provide a job description for each terminal management position you propose to assign to this Contract.
- C. On a separate page, please provide an organization chart of your company as it would relate to the District terminal (this should give a clear understanding of the number of layers in your company and the lines of accountability).
- D. On a separate page, please provide the name(s) of those persons within your company who would have immediate authority over the Facility Manager you propose in Item A above, and those who may play an advisory role to terminal management in the areas of (1) Operations; (2) Training and Personnel; (3) Safety; and (4) Maintenance. Please provide the following information for these persons:
 - 1. Name
 - 2. Location of staff member's office
 - 3. Tenure with your company in years
 - 4. Experience in related positions within your company or with other companies in years
 - 5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority, and the dates between which the position was held.
- E. Please provide a complete staffing plan for the District terminal.
- F. Describe a.m., mid-day and p.m. check-in procedures for drivers.
- G. Describe response plan to assist with breakdowns, accidents or other late operations.

III. DRIVER PERSONNEL

- A. State the number of school bus drivers you now have in your regular employment. _____
- B. How/where does your company recruit drivers?
- C. What methods do you use to screen and select drivers from amongst the applicants? What information do you use and how do you gather it? What criteria or standards do you use, and for what reasons might you reject an applicant?

- D. Do you check driver applicant references? _____ Yes _____ No
- E. Do you do a criminal records check on all applicants (fingerprinting – Federal Bureau of Investigation / Washington State Patrol)?
_____ Yes _____ No

Describe the records check and how they are used:

- F. Do you do pre-employment drug and alcohol screening? _____ Yes _____ No

Describe the procedures used. If possible, provide company policy.

- G. For driver applicants, do you use any objective qualifications and driver testing procedures? If so, briefly describe the procedures, or provide samples of your testing material.

- H. What percentage of driver applicants eventually begin your training programs? _____%
- I. What percentage of your driver applicants are hired directly as certified school bus drivers? _____%
- J. Are the Department of Motor Vehicles (DMV) driving records of all your applicant drivers evaluated during the selection process?
_____ Yes _____ No
- K. How often are DMV records updated?
- L. Do you screen your applicants for good moral character? _____ Yes _____ No
Describe criteria and procedures used.
- M. What is the current rate of annual turnover among drivers your company employs? _____%
- N. Do you have driver training programs as a part of your current operational procedures?
_____ Yes _____ No
- Do you have In-Services (continued education and retraining for experienced school bus drivers)?
_____ Yes _____ No
- How do you identify those drivers for whom retraining will be required?

- O. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

How long is the program? _____

Are driver applicants paid while they receive training?

_____ Yes _____ No

- P. Describe your In-Service driver training and retraining program. Please include the field supervision components in this program on the content of training. If available, please provide the outline or course of study. Also show evidence of specialized policies as described in Section II, Paragraphs 8.m.5 and 8.m.6.

Q. Provide your firm's policy for supervising drivers and aides during routes.

- R. Please provide your driver training program. Does the program include a section on (a) student management techniques, (b) transportation services for special needs students? If so, please provide the outline or course of study.

(a) _____ Yes _____ No

(b) _____ Yes _____ No

- S. If you currently have an attendant training program, does the program include a section on (a) student management techniques, (b) transportation services for special needs students? If so, please provide the outline or course of study.

(a) _____ Yes _____ No

(b) _____ Yes _____ No

- T. Does your driver training program include winter and mountain conditions training?

_____ Yes _____ No

- U. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: safety, absences, tardiness, on-time route performance, tenure on the job, student management performance and complaints?

Do your motivation and discipline programs offer progressive rewards and penalties?

_____ Yes _____ No

What monetary rewards and penalties are offered?

What non-monetary rewards and penalties are offered?

Describe the criteria used to transfer or terminate drivers:

Describe what procedures you use for drug / alcohol screening on a continuing basis:

- V. Describe the wage and benefit plan you would expect to implement at the District's terminal. Include years of service required to qualify for each step increase.

IV. SAFETY PROGRAM AND ACTIVITIES

- A. If you have an established, continuing safety program, please describe the operation contents and requirements of the program:
- B. How often are safety meetings held? _____
- C. Describe any established safety organization activities in which your organization or its key personnel participate:

- D. What was the School Bus Accident Rates per 100,000 miles for school buses operated by your company in each of the three most recent academic years:
- 1) Nationally?
 - 2) Washington State Operations?
 - 3) Provide a description of how you define school bus accidents.
- E. Describe investigation procedures you use at the time of an accident.
- F. What procedures do you use for drug / alcohol testing at the time of an accident? If available, provide the company policy / procedure.

- G. How many WISHA / OSHA citations has your company received in the last three years? _____
- H. List standards violated in above noted citations, including dates and locations:

V. FACILITIES – Transportation facilities and equipment are proposed as follows (see Exhibits A.1 and A.2, Consent Decrees, Attorney General ruling regarding facility availability):

- A. Parking for _____ school buses and _____ support vehicles;
- B. Parking for _____ bus drivers and _____ other Contractor employees;
- C. Maintenance shop with _____ service bays and related work areas;
- D. Office space for _____ office personnel with related support areas;
- E. Lounge / meeting room area with capacity for _____ people;
- F. Facility Address(es) (if known) _____

VI. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventative maintenance program for vehicle fleets which your company manages?

_____ Yes _____ No

Please provide samples of any checklists you use for each type of preventative maintenance program, and describe your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.

- B. Do you require any regular written reports from your drivers on the condition of their vehicle?

_____ Yes _____ No

Briefly describe and provide a sample of these reports (including your bus checkout report form), and note their frequency.

- C. Do you use any other methods of identifying defects in buses?

_____ Yes _____ No

If so, please describe:

D. Provide company procedure for repair of safety / vehicle damage including procedure for declaring a vehicle out of service.

E. How do you insure that identified defects are generally corrected in a logical order and within a reasonable time?

F. Do you maintain and evaluate records of road failures?

_____ Yes _____ No

G. If so, how many road failures per month per hundred buses did the buses your company maintained experience, on average, during the past year?

_____ per month

H. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair or other reasons during the past year?

_____ %

I. Do you have a manpower or mechanic allotment schedule (number of buses per mechanic, etc.)?

_____ Yes _____ No

Briefly describe this schedule:

J. What qualification and experience requirements do you have for your maintenance personnel (including mechanics)?

K. Describe your hiring procedures for maintenance personnel (including mechanics).

L. If Contractor contracts out any portion of vehicle maintenance or servicing, identify what is contracted out and the name, address and phone number of the company or individual doing the work.

VII. INSURANCE DATA

A. If requested, will you authorize your insurance carriers to furnish, in writing, you accident loss ratio and workers' compensation loss ratio for the past three years?

_____ Yes _____ No

B. Furnish a statement, in writing from an insurance carrier, satisfactory to the District that such organization will issue the required insurances as set forth in the Contract.

VIII. FINANCIAL AND CREDIT DATA

A. Submit credit references, including at least three trade or industry suppliers with whom you regularly deal.

B. Submit a Balance Sheet and Profit and Loss Statement for the years 2015, 2016 and 2017.

- C. Has the Contractor, a subsidiary or intermediary company, parent company or holding company had a contract terminated for default in the last five (5) years? Termination for default is defined as notice to stop performance delivered to the Contractor because of the Contractor's non-performance, and the issue of non-performance has been either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default.

_____ Yes _____ No

If yes, please explain:

- D. Has the Contractor, subsidiary or intermediary company, parent company or holding company been indicted, charged or convicted of a crime or been the subject of a grand jury or criminal investigation?

_____ Yes _____ No

If yes, please explain:

- E. Has the Contractor, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity?

_____ Yes _____ No

If yes, please explain:

- F. Has the Contractor, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting its right to engage in any business, practice or activity?

_____ Yes _____ No

If yes, please explain:

- G. Has the Contractor, a subsidiary or intermediary company, parent company or holding company been the subject of a law suit by or against a school district regarding any issue during the past five years?

_____ Yes _____ No

If yes, please explain:

- H. Provide your Dunn and Bradstreet number: _____

IX. IMPLEMENTATION PLAN

Please provide a plan and time schedule for implementing the Contract should your company be selected as the successful proposer. Your schedule and plan should address:

Receipt and inspection of vehicles, facility and equipment

Occupation of terminal facility

Recruitment / relocation, if necessary, of management and supervisory personnel

Selection, any necessary training and employment of drivers

Selection, any necessary training and employment of bus attendants

Employee orientation, especially to District routes and schedules

Any other details necessary to be fully operational by August 1, 2018,

X. LIQUIDATED DAMAGES

Have your previous contracts had liquidated damages provisions?

_____ Yes _____ No

If yes, please list entity and amount of liquidated damages assessed your company and indicate number of years that figure represents.

XI. OTHER RELEVANT INFORMATION (optional)

Please provide any other information or data which shows the experience and qualifications of your company, and/or which ensures that your company will provide consistent and high quality transportation services to the District.

Please follow format and use attachments where applicable.

I, the undersigned, hereby certify that I am a representative of the below named company, and am duly authorized to execute Contracts on behalf of the company. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal / questionnaire is complete and accurate to the best of my knowledge. I understand that if the District awards a Contract for transportation service to my company, it does so in reliance upon the information set forth and commitments made within this questionnaire.

Name of Company

Signature of Authorized Agent

Typed Name of Authorized Agent

Title

Date

(Please return these fully executed pages. Failure to do so may disqualify your firm)

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____ Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____ Date: _____

Title: _____ Firm: _____

Address: _____

City State & Zip: _____

PART III: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: _____

Printed Name: _____ Title: _____

Firm: _____