

REQUEST FOR PROPOSAL

TO PROVIDE

PUPIL TRANSPORTATION SERVICES

FOR THE

ADNA SCHOOL DISTRICT NO. 226

FOR THE PERIOD FROM SEPTEMBER 1, 2017 TO AUGUST 31, 2022

JAMES L. FORREST, SUPERINTENDENT

ADNA SCHOOL DISTRICT

179 DIECKMAN ROAD

P.O. BOX 118

ADNA, WA 98522

Direct all inquiries to:

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06/01/17

(Date)

Notice To Pupil Transportation CONTRACTORS

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NOTICE TO PUPIL TRANSPORTATION VENDORS
INVITATION TO SUBMIT PROPOSALS

Notice is hereby given that the ADNA SCHOOL DISTRICT hereinafter referred to as the DISTRICT, will receive sealed proposals up to, but no later than *11:00 am of the 11th day of July 2017, at the following location: Adna School District Board Room, at which time, date and place, proposals will be opened and read aloud for the purpose of providing:

PUPIL TRANSPORTATION SERVICES AS SPECIFIED BY THE DISTRICT.

Each proposal must be submitted on forms prepared by the DISTRICT.

A preliminary conference will be held:

Date: July 10, 2017 at 9:00 a.m. (updated 6-14-17)

Place: Adna School District Board Room

at which time vendors will be given opportunity to raise questions for the purpose of clarifying proposal documents, specifications and requirements, facilities, equipment, routing, scheduling, or other questions pertinent to this request for proposal. Attendance at this conference is not mandatory. Following this conference, further questions must be submitted in writing; each participating vendor will be provided written questions received and DISTRICT responses.

A cashier's check or bid bond in the amount of \$40,000 must accompany each sealed proposal. Security deposits received will be refunded, except when a contract offered by the DISTRICT is rejected by the selected vendor.

Any proposal submitted may be withdrawn at any time prior to the time scheduled for opening of proposals. After the time scheduled for opening of proposals, no proposal may be withdrawn for sixty days.

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 proposal process. The DISTRICT also reserves the right to select any proposal which the DISTRICT believes is in the best interest of the DISTRICT and which may not represent the lowest prices submitted.

* The clock on the east wall of the Adna School District board room will, for the purposes of receipting bids, be considered the official clock for Adna.

Notice to Pupil Transportation CONTRACTORS

ADNA SCHOOL DISTRICT

REQUEST FOR PROPOSAL — PUPIL TRANSPORTATION SERVICES

SECTION I - General Requirements

A. Use of District Documents

- 1) Proposals must be submitted on forms prepared by the DISTRICT. No alteration to DISTRICT forms will be permitted, including substitutions, additions, deletions or interlineations, except as provided below in Sub-section I. 1). 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. Any contract arising from a proposal which contains altered content of DISTRICT forms is voidable at any time at the option of the DISTRICT.
- 2) All pages must be included in proper sequence and all forms must be completed in full. Any omission may result in rejection of the entire proposal at the option of the DISTRICT.
- 3) Each proposal must be submitted in a sealed envelope. The envelope must bear on the outside the name and mailing address of the entity submitting the proposal.
- 4) Each proposal must contain, in space provided, the printed name and title of the authorized agent for the entity making the proposal, with such person's signature in longhand.

B. Inspection of Documents

- 1) Recipients of proposal documents bear total responsibility to inspect DISTRICT documents for missing or illegible pages or other indications of incomplete information provided by the DISTRICT.
- 2) Failure to receive complete documents or failure to examine proposal provisions will not excuse commitments made in such proposal.

C. Proposal Documents

The DISTRICT proposal documents consist of:

- 1) Notices To Pupil Transportation CONTRACTORS - Invitation to Submit Proposal (1 page);
- 2) Request For Proposal -
 - A. Pupil Transportation Services which includes the Transportation Agreement (14 pages);

- 3) Schedule A through Schedule G (9 pages).

D. Preliminary Conference

- 1) A preliminary conference will be held on July 10, 2017 at 9:00 a.m. o'clock, at Adna School District Administration Office, 179 Dieckman Road, Adna, WA 98522.
- 2) **Attendance at the preliminary conference is not mandatory, but encouraged.**
- 3) DISTRICT personnel will be available to answer questions necessary to clarify proposal documents, DISTRICT specifications and requirements, transportation facilities and equipment, routing, scheduling, or other questions. After the preliminary conference is concluded, all further questions must be submitted in writing. Written questions received and DISTRICT answers will be mailed to all participating vendors.

E. Erasures or Corrections to Entries

- 1) The proposal submitted must not contain any erasures, strike-overs or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.
- 2) If correction of an unintended entry is desired, such correction must be legible and authenticated by signature of the person signing the proposal. Illegible or unauthenticated corrected entries may result in rejection of the proposal at the option of the DISTRICT.

F. Withdrawal or Amendment of Submitted Proposal

- 1) Any proposal which has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be presented in person or in writing.
- 2) No amendment, addendum or modification will be accepted after a proposal has been submitted to the DISTRICT. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.
- 3) No CONTRACTOR may have more than one proposal for request with the DISTRICT.
- 4) After the scheduled time for opening of proposals, proposals may not be withdrawn for sixty days.

G. Scheduled Time for Opening of Proposals

- 1) Proposals will be opened and read aloud at the following location: Adna School District Board Room beginning at 11:00 o'clock a.m., on July 11, 2017.
- 2) Any proposal submitted after this time will be returned unopened.

H. Proposal Security

- 1) Each CONTRACTOR must submit a bid bond or cashier's check in the amount of \$40,000 to guarantee CONTRACTOR intent to enter into a contract with the DISTRICT.
- 2) Proposal security received by the DISTRICT will be returned within ten days for all proposals rejected by the DISTRICT. Proposal security for proposals under consideration by the DISTRICT will be returned within sixty days following the opening of proposals.
- 3) If a proposal is accepted by the DISTRICT, and the entity submitting the proposal fails to execute a contract within ten days from the date of the offer of a contract, the DISTRICT may declare the proposal deposit or bid bond forfeited to the DISTRICT. In the event of such forfeiture, the DISTRICT may accept an alternate proposal or the DISTRICT may call for new proposals.

I. Agreement Document

The CONTRACTOR must be fully prepared to execute the accompanying Transportation Agreement if awarded the contract. The Agreement document prepared by the DISTRICT may not be altered.

J. Rejection of Proposals and Waiver of Irregularities

- 1) The DISTRICT reserves the right to reject any or all proposals.
- 2) The DISTRICT reserves the right to waive irregularities in any proposal or irregularities in the proposal process.

K. Award of Contract

- 1) The DISTRICT reserves the right to award or not award a contract, and the right to select any proposal submitted for award of a contract.
- 2) A contract award, if any, will be based on the DISTRICT's determination of which proposal best meets the needs of the DISTRICT. Judgements to be made may include ability and capacity to perform, experience, reputation, past performance, responsiveness to terms and conditions of the proposal, and anticipated cost of services.

- 3) The DISTRICT reserves the right to select a proposal with higher prices than the lowest of all prices received, if in the opinion of the DISTRICT, the interests of the DISTRICT will be best served by such proposal.
- 4) The DISTRICT reserves the right to accept part of a proposal and extend a contract offer based on only part of a proposal. In such event, the DISTRICT will waive its right to forfeit proposal security if the offer of contract based on partial service is rejected by the CONTRACTOR.

SECTION II
AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between ADNA SCHOOL DISTRICT NO. 226, hereinafter referred to as “DISTRICT,” and _____, hereinafter referred to as “CONTRACTOR,” for the consideration hereinafter named, mutually agree as follows:

1. Scope of Agreement. The CONTRACTOR shall operate transportation services and shall furnish labor, school buses and bus maintenance, and materials and supplies as required to provide the DISTRICT with transportation service, as requested and authorized by the DISTRICT, and pursuant to Terms and Conditions of the Request For Proposal, and as further described herein.
2. Term Of Agreement. This Agreement shall be effective beginning September 1, 2017 and ending August 31, 2022, a period of five years, EXCEPT: this Agreement may be terminated at the option of the DISTRICT or the CONTRACTOR, provided that 90 calendar days notice of intent to terminate has been **GIVEN IN WRITING** by one party to the other, and further, the DISTRICT may terminate this agreement without notice if: 1) funding appropriations for pupil transportation funding are not available to the DISTRICT through no fault of the DISTRICT, or 2) the DISTRICT has reason to believe that safety of students may be placed at risk under this Agreement.
3. Agreement Documents. This Agreement consists of this document, the District Request For Proposal document, including all terms and conditions contained therein, and CONTRACTOR’S proposal responses, including price schedules and CONTRACTOR policies which have been approved and accepted by the DISTRICT.
4. Assignment of Agreement. The CONTRACTOR may not assign rights, burdens, duties or obligations under this Agreement, nor may any portion of this Agreement be sublet to another party without written consent of the DISTRICT. This consent shall not be unreasonably withheld by the District.
5. Nondiscrimination. Except to the extent permitted by bona fide occupational qualification, it is agreed that:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment and will comply with all federal and state rules and regulations and will not discriminate on the basis of race, color, national origin, sexual orientation/gender identity or disability. The CONTRACTOR will ensure that applicants are considered and employed without regard to their race, color, national origin, sexual orientation/gender identity or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
 - 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 regard to race, color, national origin, sexual orientation/gender identity or disability. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section.

- c. 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.
6. Permits and Licenses. The CONTRACTOR shall secure and keep valid all permits, licenses and certifications required by law or related rule or regulation necessary for lawful performance of this Agreement, and shall ensure that CONTRACTOR'S employees, and agents, secure and keep valid all required permits, licenses and certification.
 7. Insurance. The CONTRACTOR agrees to provide to the DISTRICT:
 - a. continuing proof of comprehensive general auto and liability insurance, obtained at CONTRACTOR expense, which insures against loss due to personal injury or damage to property, and which protects the DISTRICT and its employees, the DISTRICT Board of Directors and individual members thereof, the CONTRACTOR and its employees, and any other company or individual considered liable under this Agreement, coverage amount to be at a minimum \$15,000,000 single limit coverage for death, bodily injury or property damage;
 - b. continuing proof of performance bond coverage, naming the DISTRICT as insured, in an amount equal to one hundred eighty (180) days of operation cost for the first year of the contract and ninety (90) days of operation cost for each subsequent year 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 request the bonding requirements for any school year. In the event waivers are granted, the CONTRACTOR shall, within 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 bidder shall identify in the space provided in **Schedule G** that amount of annual reimbursement to the DISTRICT in the event bonding requirements are waived; and
 - c. notice to the DISTRICT at least thirty days prior to effective date of any change in auto and general liability insurance or performance bond coverage or policy or bond cancellation.
 - d. should the CONTRACTOR fail to make insurance and/or bondage premium payments for more than sixty (60) days the DISTRICT is authorized to make payments to the carriers and deduct the same from the ensuing invoice from the CONTRACTOR.
 8. Independent Contractor. The CONTRACTOR agrees to be deemed an independent contractor at all times and to be wholly responsible for the manner in which services

are performed under this Agreement, and further, agrees that nothing contained in this Agreement shall be construed as creating any form of a relationship of employer and employee, or of principal and agent, between the DISTRICT and the CONTRACTOR, or between the DISTRICT and the CONTRACTOR'S employees or agents. The CONTRACTOR also agrees to exclusive responsibility for all acts of its employees during the course and scope of all employment which relate to service to be provided to the DISTRICT. 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 circumstances be referenced as employees of the DISTRICT.

9. Service Requirements:

- a. To and From School; Mid-Day Kindergarten; Late Take Home. The DISTRICT reserves the right to approve each route and route stop, and to determine which students are to be transported and the manner of transportation. The CONTRACTOR agrees to provide to the DISTRICT, ten days prior to the beginning of each school year, proposed routes, route stops, assigned bus capacities, operating times, estimated base and excess hour billable times, unassigned base times, miles, and loads, for approval by the DISTRICT. The CONTRACTOR agrees to operate routes only as approved by the DISTRICT, and to notify the DISTRICT of all changes which occur that indicate need to expand or reduce approved routes.
- b. Charter Bus Option. The DISTRICT may request, on occasion, that the CONTRACTOR provide a charter bus, rather than traditional bus for some events. The CONTRACTOR will provide competitive pricing for said charter bus. If the CONTRACTOR cannot or will not provide a charter bus at a competitive price, the DISTRICT may choose to lease a bus from an outside company for these events.
- c. Shuttle Service. The DISTRICT reserves the right to approve each route and route stop, and to determine which students are to be transported and the manner of transportation. The DISTRICT agrees to provide ten days notification prior to the start of service, and the CONTRACTOR agrees to provide to the DISTRICT, five days prior to start of service, proposed routes, route stops, assigned bus capacities, operating times, estimated base and excess hour billable times, for approval by the DISTRICT. The DISTRICT reserves the right to extend, reduce or discontinue shuttle route service, with notice by 1:00 P.M. effective the next school day. The CONTRACTOR agrees to operate shuttle routes only as approved by the DISTRICT, and to notify the DISTRICT of all changes which occur that indicate need to expand or reduce approved routes.
- d. Field Trips; Extracurricular Trips and Other Extra Trips. The DISTRICT shall be provided transportation on request for students and other persons authorized by the DISTRICT for curricular field trips, athletic, extracurricular, or other extra trips approved by the DISTRICT. The DISTRICT shall pay for driver's stand-by

time, meals and overnight accommodations necessitated by such approved trips. The DISTRICT reserves the right to cancel any requested extra trip, and agrees to provide notification of trip cancellation one hour(s) or more before the scheduled time to pick up students, in which event the CONTRACTOR agrees to no charge to the DISTRICT. If one hour(s) notification is not provided to the CONTRACTOR, the DISTRICT agrees to pay the costs of bus driver minimum call-out, if any, up to \$25.00 per such cancellation.

e. Estimated Buses Required for Routes

- Regular Transportation: number of 9 buses; minimum 65 to 84 passenger school buses (contractor - 4 buses, district 5 buses).
- Special Education Transportation: (number of 1 van) capacity 21 regular.

In addition, Spare Bus Ratio shall be at least 10% by vehicle type (rounded up to nearest whole number) to cover for routine maintenance, breakdowns, accidents, etc.

f. School Calendar Year (September-June). The number of buses by category shown in paragraph d 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, shuttles, and field trips). Summer school, if conducted, will be arranged for separately as needed.

g. “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 not greater than the number of buses used for regular school year transportation.

h. School Bus Arrival And Departure Times. The District, in developing the routes, and the CONTRACTOR, in driving the routes, will strive to comply with the following guidelines.

1. Student arrival at school in the morning (a.m.): no more than 20 minutes prior to the start of school at the middle/high school and no more than 10 minutes prior to the start of school at the elementary school.
2. Bus arrival at school to pick up students at dismissal: No later than 5 minutes after school dismissal time for elementary school and no more than 10 minutes after dismissal at the middle/high school.

The DISTRICT may assess a penalty of \$50.00 for each scheduled transportation day where more than 15% of scheduled arrivals and departures do not meet the above time requirements. This penalty will be assessed when the delays are caused by the CONTRACTOR.

- i. Limitation On Student In-Transit Time. The DISTRICT requires and the CONTRACTOR agrees that no student will be scheduled to be in transit more than 60 minutes home to school or school to home, unless waived by the DISTRICT. Transit time will begin when the student boards the bus.
10. Facilities and Equipment. The DISTRICT reserves the rights to approve transportation facilities and equipment used to provide services to the DISTRICT and the CONTRACTOR'S school bus safety inspection and preventive maintenance programs. The DISTRICT requires and CONTRACTOR agrees:

- a. that school bus parking and maintenance facilities which are not owned by the DISTRICT will be situated to efficiently support routing needs and minimize necessary time and miles, as determined by the DISTRICT;
- b. that all buses operated under this Contract shall be subject to Chapter 392-142 WAC, Replacement and Depreciation Allocation. School buses which are not owned by the DISTRICT will meet minimum school bus specifications approved by the Washington Superintendent of Public Instruction. No individual bus older than scheduled lifetimes approved by the Washington Superintendent of Public Instruction for its purpose of funding school bus purchases, will operate at all times under this Agreement with authorized State of Washington School Bus Operation permits, Washington vehicle registration and licensing which may be in the name of the DISTRICT, and safety inspection decals affixed by the Washington State Patrol.

Therefore, the Bidder shall complete **Schedule C** of this Invitation to Submit Proposals specifying the make, model, date of manufacture, and the rated passenger capacity of each bus, including standby buses, to be used in the performance of the Contract. No DISTRICT owned school bus will be used for any purpose other than to provide service to the DISTRICT without written consent of the DISTRICT for the legal use of DISTRICT owned equipment; and

- c. 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.
- d. The DISTRICT owns 8 cellular phones, 10 camera boxes, 2 video cameras, 3 video systems (camera and recorder), and 2 five point car seats. (1) All repairs and recommendations for replacements will be the responsibility of the CONTRACTOR. (2) All repair and replacement costs will be born by the DISTRICT. The repair shop will bill the DISTRICT directly. (3) If the CONTRACTOR loses the contract all DISTRICT owned equipment will be removed by the CONTRACTOR at a previously approved cost.
- e. School Bus Safety Inspection and Maintenance Program. A draft of proposed CONTRACTOR school bus safety inspection procedures and preventive maintenance program must be attached for DISTRICT review, analysis and

approval. CONTRACTOR failure to implement procedures accepted by the DISTRICT may result in cancellation of the contract at the option of the DISTRICT.

11. On-Site Management. The DISTRICT reserves the right to inspect all transportation facilities and equipment used to provide service to the DISTRICT whether owned by the DISTRICT or the CONTRACTOR, and the DISTRICT requires and CONTRACTOR agrees:

- a. to keep and make available to the DISTRICT all bus maintenance records, including driver pre-trip safety inspections, maintenance shop bus safety inspections, Washington State Patrol inspections, preventive maintenance performed, and all repairs made, and the CONTRACTOR further agrees to implement timely correction of any deficiencies reported by the DISTRICT.
- b. to keep and make available to the DISTRICT daily bus time, miles, rider counts, route maps and such other operating data necessary to enable DISTRICT to evaluate routes and to identify the basis for CONTRACTOR charges, and the CONTRACTOR agrees to make timely adjustment of changes reported by the DISTRICT;
- c. to compile data requested by the DISTRICT which include school bus operations data, such as, route maps, route descriptions, bus miles or other required data; and
- d. it shall be the responsibility of the CONTRACTOR to immediately report to the DISTRICT any accident involving the CONTRACTOR while in DISTRICT service or any serious driver incident with 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 two days after CONTRACTOR becomes aware of a reportable accident/incident.

12. Labor Management.

- a. The CONTRACTOR shall permit 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 and will handle all disciplinary matters in strict accordance with DISTRICT policy. In no case will a driver eject 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 180-20 of the Washington Administrative Code. The CONTRACTOR, at its expense, shall engage a licensed doctor to certify all school bus drivers' physical

examinations. In addition to the first aid training required for the School Bus Driver Certificate, drivers assigned to transport special education pupils shall be given special training concerning the techniques of handling such children. This instruction shall be provided prior to such assignment by the CONTRACTOR;

- b. the CONTRACTOR agrees to require all prospective employees who would have unsupervised access to DISTRICT students during the course of their employment to satisfactorily complete a fingerprinting and related background check as required by State Law. The CONTRACTOR furthermore agrees to make any offer of employment conditional and subject to the acceptable outcome of the criminal history records check. CONTRACTOR shall refuse to hire any applicant whose criminal history records check reveals a conviction for DUI, reckless driving, possession or use of a controlled substance, child abuse, sexual assault, or any violent crime.

The CONTRACTOR also agrees to inform all applicants in writing at the time of their applying for work that would involve unsupervised access to DISTRICT children that a national and state background check will be required;

- c. 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 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 and its drivers or the DISTRICT. 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. CONTRACTOR must ensure that drivers are qualified and fit for duty. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the CONTRACTOR;
- d. the DISTRICT will require that Labor Management Policies, acceptable to the DISTRICT, be adopted and implemented by the CONTRACTOR. A draft of the proposed CONTRACTOR policies (**Schedule E**) must be attached to the proposal for DISTRICT review and approval. All approved CONTRACTOR policies will be incorporated by reference into the Agreement. Failure of the CONTRACTOR to implement policies accepted by the DISTRICT may result in cancellation of the Agreement at the option of the DISTRICT. CONTRACTORS policies must address of the following issues;
 - 1) nondiscrimination and equal employment opportunity;
 - 2) requirements and qualifications for school bus drivers and aides;
 - 3) recruitment, screening and background investigations of applicants for school bus driver and bus aide employment;
 - 4) school bus driver and bus aide training;

- 5) school bus driver and bus aide performance evaluation;
 - 6) qualifications of personnel authorized to perform school bus safety inspections;
 - 7) drug policy;
- e. In order to provide continuity of service, The CONTRACTOR will give first hiring preference to the current CONTRACTOR drivers and will offer wages at a rate no less than last received, provided, those drivers continue to hold all required licenses and certification and that they meet all of the CONTRACTOR'S standard nondiscriminatory employment requirements and background checks. A break-out of the current salary schedule is included under Section III.

13. Safety Program. The CONTRACTOR'S school bus driver safety and training program shall be submitted to the DISTRICT with their Proposal. A certified driver supervisor shall ride with every driver at least once each semester for the purpose of evaluating their driving 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.

14. Hold Harmless Requirement. In addition to the insurance requirements included as part of the specifications, the CONTRACTOR shall also defend, indemnify, and hold harmless the DISTRICT from and against any and all claims, suits, judgements and demands whatsoever, including without limitation costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whomsoever owned, arising out of caused or claimed to have been caused in whole or in part by the acts or omissions of the CONTRACTOR, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith or related thereto.

15. Unscheduled Closing of Schools: The DISTRICT will retain exclusive determination of closure of school due to hazardous weather, or for any other reason determined by the DISTRICT, but the CONTRACTOR will be charged with the responsibility to make timely recommendation to not operate buses at any time the CONTRACTOR judges it unsafe to do so. 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 pupils 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. The DISTRICT further agrees to notify the CONTRACTOR as soon as possible of canceled special bus trips. If the DISTRICT fails to give the CONTRACTOR adequate notification of school closure and/or canceled special trips, the DISTRICT shall pay the CONTRACTOR the driver(s) actual time or minimum call out time, whichever is less.

16. Force Majeure. The DISTRICT:

- a. agrees that the CONTRACTOR may be excused from performance under this Agreement during the time and to the extent that the CONTRACTOR is prevented from obtaining or performing service by Act of God, fire, flood, strike, commandeering of equipment, material or transportation facilities by the government, or other occurrences or circumstances which are beyond the control of the CONTRACTOR, when sufficient evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that non-performance is not due to the fault of the CONTRACTOR; and,
- b. reserves the right but is not required to assume operation of such buses that the CONTRACTOR is prevented from running with such school district employees or other persons as the DISTRICT may deem appropriate until the CONTRACTOR can resume operations. In this event, the CONTRACTOR agrees to keep all buses serviced and fueled for the DISTRICT'S use at all times, and the DISTRICT agrees to pay the CONTRACTOR the same payment rate for buses used as if the CONTRACTOR had operated the buses, less expenses and costs incurred by the DISTRICT in securing and using the services of said operating personnel, provided that if the DISTRICT does not operate buses the DISTRICT is not obligated to payment.

17. District Option to Purchase Contractor Owned School Buses. The CONTRACTOR grants to the DISTRICT an option to purchase any or all CONTRACTOR owned school buses used to provide services to the DISTRICT under this Agreement, terms and conditions as follows:

- a. the DISTRICT may exercise the option to purchase CONTRACTOR owned buses by providing 90 days notice to the CONTRACTOR of DISTRICT intent to purchase CONTRACTOR buses;
- b. the DISTRICT and the CONTRACTOR agree to determine purchase prices by a panel of three qualified persons, one person selected by the DISTRICT, one person selected by the CONTRACTOR, and the two panel members selecting the third panel member, with the DISTRICT and CONTRACTOR sharing equally the costs of the third panel member. Purchase prices are to be determined by majority agreement of the panel members, with resulting values binding on the DISTRICT and the CONTRACTOR; and
- c. in the event of the cancellation of the contract by either party, the DISTRICT shall have the option to acquire from the CONTRACTOR, or a wholly owned subsidiary of CONTRACTOR, the buses then in use by CONTRACTOR under the contract or at CONTRACTOR'S option, buses substantially similar thereto, to provide the service hereunder on one of the following bases at a price agreed to as stated in article 18, b; above:

A) Outright purchase of the buses.

B) Purchase the buses on a conditional sales contract over a period of three years.

C) Lease the buses over a period of five years.

CONTRACTOR may exercise its right to substitute similar buses only in the event the buses then in use are encumbered by third party lenders or leaseholder of the buses. Should the DISTRICT elect to extend its lease, or alternatively, to lease the buses with options to purchase, the appraisers shall additionally determine the fair market value of said lease payments and/or option price.

It is understood and agreed that the DISTRICT shall have the option to acquire all of the CONTRACTOR'S buses on any of the above bases or on a combination of (B) and (C), whichever is deemed to be the best advantage of the DISTRICT. It is further understood and agreed that interest rates payable by the cooperative on Options (B) and (C) above shall be a) two (2) points over the existing prime rate quoted by the Bank of New York, New York or b) the existing statutory limit, whichever is less.

18. Use of District Facilities, Equipment and Buses. The DISTRICT agrees to lease to the CONTRACTOR, and the CONTRACTOR agrees to lease from the DISTRICT, transportation facilities, equipment and buses.

A. A definitive lease agreement will be executed covering each of the following items:

- 1) parking for 9 school buses and 1 support vehicle;
- 2) parking for 12 CONTRACTOR employees;
- 3) office space for 1 office person including a lounge/meeting room area with capacity for 20 people;
- 4) other equipment, furniture and fixtures as listed in **Schedule A**;
- 5) buses listed in **Schedule B**.

B. The DISTRICT agrees to lease to the CONTRACTOR, and the CONTRACTOR agrees to lease from the DISTRICT, district owned facilities and equipment listed in **Schedule A** for total annual consideration of \$600.00 subject to the following conditions:

- 1) the DISTRICT will provide insurance for fire, theft, collision and other loss to DISTRICT owned property,

- 2) the DISTRICT will repair district owned grounds and buildings when any required repair is unrelated to use by the CONTRACTOR, as determined by the DISTRICT;
 - 3) the CONTRACTOR agrees to pay costs of all utilities and telephone required for transportation operations situated at transportation facilities;
 - 4) the CONTRACTOR will maintain district owned equipment on the same schedule and in the same manner as CONTRACTOR owned equipment, repair district owned equipment which is broken or damaged related to use by the CONTRACTOR, whether due to negligence or not, and repair parts and components due to normal wear and tear, except: the DISTRICT may waive the CONTRACTOR obligation to repair equipment on showing by the CONTRACTOR that repair is imprudent considering the age and condition of the equipment;
 - 5) the CONTRACTOR will maintain district grounds and buildings in the same condition as existed at the inception of this Agreement, to include routine maintenance, painting, and repair of damage related in any way to use by the CONTRACTOR, whether due to negligence or not, excepting normal wear and tear as determined by the DISTRICT; and
- C. The DISTRICT agrees to lease to the CONTRACTOR, and the CONTRACTOR agrees to lease from the DISTRICT, district owned school buses listed in **Schedule B** for total annual consideration of \$3,500.00, subject to the following conditions:
- 1) the CONTRACTOR will provide insurance for fire, theft, collision or other loss to DISTRICT owned school buses;
 - 2) the CONTRACTOR will maintain district owned buses on the same schedule and in the same manner as contractor owned buses, repair district owned buses which sustain damage related to use by the CONTRACTOR, whether due to negligence or not, and repair parts and components due to normal wear and tear, except: the CONTRACTOR will not be obligated to repair any district owned bus which exceeds the scheduled life of the bus as established by the Superintendent of Public Instruction; and,
19. Compensation for Services and Adjustments. The DISTRICT and the CONTRACTOR agree:
- a. that the CONTRACTOR will submit to the DISTRICT, no later than the tenth of each month, invoice for services provided during the preceding month, in such form as required by the DISTRICT;
 - b. that the CONTRACTOR will measure billing time for all scheduled route services from no earlier than ten minutes before departure time from the bus parking site to no later than five minutes after return to the bus parking site, and exclude time in between when the bus driver is not operating the bus or in standby approved by the DISTRICT;

- c. charges for basic service 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;
- d. that the CONTRACTOR will bill for services using rates adopted by this Agreement, adjusted as follows:
 - i) It is recognized by the parties hereto that: (1) certain of the CONTRACTOR'S operational expenses such as the cost of materials, services, and labor may change materially, up or down, during the Contract period; (2) that such changes in cost cannot 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 proposals can be more accurate and the corresponding rate the DISTRICT would pay will be lower than it otherwise would be.
 - ii) It is therefore agreed by both parties that the compensation for the services described herein will be adjusted for the second, third, fourth, and fifth years up or down to coincide with the average annual change in the Consumer Price Index, United States City Average for Urban Wage Earners and Clerical Workers (or if that CPI is not available, the CPI for All Urban Consumers shall be used), published by the U.S. Department of Labor, and such adjustment to be computed annually based upon the Consumer Price Index as reported the previous 12 month period ending December 31 on a 100 percentage basis to apply on the Contract rates for the ensuing school fiscal year (effective September 1).

Following is a hypothetical sample calculation from the Consumer Price Index:

December 2007	153.5
December 2006	<u>149.7</u>
Difference	3.8

Percent change: $3.8 - 149.7 = 2.54\%$

- iii) By May 15, in the event of any unusual circumstances, such as but not limited to changes in local, state, or federal taxes, laws, specifications, or regulations or changes in the cost of buses, materials, labor, interest rates, or insurance which cause the CONTRACTOR'S costs hereunder to increase at a rate in excess of the Consumer Price Index, then the parties shall determine a reasonable and just amount to cover such increase, and this amount shall be reflected into the aforementioned compensation rates.

IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this agreement, the DISTRICT agrees to pay the CONTRACTOR the following sums for the transportation services rendered for:

65. Basic and Special Education Service Rate Schedule for Regular To and From School Pupil Transportation:

Passenger Size of Vehicle	Minimum Daily Hours of Operation and Rate for First 3 Hours of Operation		Hourly Rate Over 3 Hours
	Contractor Bus	District Leased Bus	
Van Lift	3	3	38.73
65-84	3	3	38.73

B. School Day Excess Hour Rate for all other transportation services (shuttles, mid-day kindergarten, late take home, field trips and extracurricular trips)

Passenger Size of Vehicle	Dollars/First Hour (Min. Call-out)	Dollars/Additional Hour
Van Lift		
65-84	40.40	43.04

C. Nonschool Day Excess Rate for all other transportation services

Passenger Size of Vehicle	Dollars/First Hour (Min. Call-out)	Dollars/Additional Hour
Van Lift		
65-84	40.40	43.04

20. Fuel Cap (Fully loaded rate)

The CONTRACTOR will be responsible for the purchase of all fuel for buses used in providing pupil transportation services for the DISTRICT. The fuel vendor must be approved by the district. Such Fuel will be subject to a fuel cap as outlined herein.

Unleaded and Diesel \$3.50

If the purchase price of any fuel used exceeds the price identified as its cap, the DISTRICT shall, on a dollar-for-dollar basis, reimburse the CONTRACTOR the actual amount in excess of the cap. If the purchase price of any fuel used falls below the price identified as its cap, the CONTRACTOR shall reimburse the DISTRICT on a dollar-for-dollar basis the actual amount under the cap. These adjustments should be reflected on

the monthly invoices. Said fuel caps shall be subject to any escalation applied to the basic daily rate either up or down as formulated by the Consumer Price Index, as describe elsewhere herein.

IN WITNESS WHEREOF, ADNA SCHOOL DISTRICT NO. 226, and
_____, enter into this agreement on this
_____ day of _____, 20___, at Adna, WA.

Adna School District No. 226

(Contractor Name)

Jennifer Collins, Chairman,
Adna School District Board of Directors

(Title and Authorized Signature)

James L. Forrest, Secretary
Adna School District Board of Directors

(Title and Authorized Signature)

SECTION III
Supplemental Information

PUPIL TRANSPORTATION SERVICE
ESTABLISHED ROUTES AS OF DECEMBER 2016

Regular Daily Routes

The number of daily miles, number and type of vehicles, number of routes specified and program requirements specified in the “SERVICE REQUIREMENTS” represent the District’s current estimates of service requirements for the 2015/2016 school year. These figures represent estimates only, and that said numbers, mileage, routes and number of vehicles may change during the life of the contract. The successful proposer agrees to adjust its services if requested to do so by the District. The successful proposer agrees to add routes, eliminate routes, or both from service, upon request by the District.

*Hours and miles also include noon routes

Route Number	Bus Size	Average Daily Miles	Average Daily Hours
1	72	62	3.7
2	72	28	3.2
3	72	58	4.0
4	72	48	3.4
5	72	26	3.0
7	72	40	3.1
Mid-day routes – If Provided			
K-1			
K-2			
EL			

(Make additional copies of this page as necessary.)

Supplemental Information – Continued

Driver Wage Scale

<u>Steps</u>	<u>Rate Per Hour 2012-16</u>
Step 1	\$12.00
Step 2	\$12.75
Step 3	\$13.50
Step 4	\$14.25
Step 5	\$15.00
Step 6	\$15.35
Step 7	\$15.70
Step 8	\$16.05
Step 9	\$17.30

Driver Benefits

The following benefits apply to all regular and standby drivers after 90 days of employment:

Paid Holidays

Six (6) paid holidays.

Paid Sick Leave

One (1) day per month for each month worked. Maximum accrual is 45 days.

Bereavement Leave

Up to three (3) paid days.

Summer Unemployment Compensation

Drivers are entitled to state unemployment compensation during the months they do not work. The amount of compensation varies depending on the number of hours worked per week by the employee. The value of this benefit could be as high as \$2,000 per year.

Medical Insurance

Union medical plan. The Company, effective September 2006, will contribute up to \$150.00 per month per employee for medical coverage.

Social Security Retirement

contractor pays 6.2% of all employees' wages into Social Security, with an equal amount contributed by the employee.

Social Security Medicare

contractor pays 1.45% of all employee wages for Medicare coverage, with an equal contribution by the employee.

Other

Safety jackets, Year pins, Company holiday parties.

**SECTION IV
SCHEDULE A**

ADNA SCHOOL DISTRICT

PUPIL TRANSPORTATION - OTHER EQUIPMENT FORM

The following DISTRICT owned property is provided for lease to the CONTRACTOR per Section 20B.

ITEM DESCRIPTION:

1. None _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

(Make additional copies of this page as necessary.)

SCHEDULE B

ADNA SCHOOL DISTRICT

PUPIL TRANSPORTATION - BUS EQUIPMENT FORM

The following DISTRICT owned vehicles are provided, per Section 20C, for lease or purchase by the CONTRACTOR.

No. of Vehicles	Current Odometer Reading as of <u>3/23/12</u> (Date)	Year of Chassis	Make of Chassis	Make of Body	Capacity Rating
912496	167861	96	INT'L	AMTRN	66
34304	219971	90	INT'L	WARD	65
934929	180516	99	INT'L	AMTRAN	72
000004	119307	05	INT'L	CE 300	72
000005	63161	12	BLUEB	BLUEB	72

(Make additional copies of this page as necessary.)

Total Number of Vehicles: 5 at this time.

SCHEDULE D

**A. Adna Home to School
(To be Completed by Contractor)**

Contractor Proposed Prices

For _____, 20__ to _____, 20__.

A. Basic and Special Education Service Rate Schedule for Regular To and From School Pupil Transportation:

Passenger Size of Vehicle	Minimum Daily Hours of Operation and Rate for First 3 Hours of Operation		Hourly Rate Over 3 Hours
	Contractor Bus	District Leased Bus	
Van (lift)			

B. School Day Excess Hour Rate for all other transportation services (shuttles, mid-day kindergarten, late take home, field trips and extracurricular trips)

Passenger Size of Vehicle	Dollars/First Hour (Min. Call-out)	Dollars/Additional Hour
40-50		
65-84		
Lift Bus		

C. Nonschool Day Excess Rate for all other transportation services

Passenger Size of Vehicle	Dollars/First Hour (Min. Call-out)	Dollars/Additional Hour
41-47		
65-84		
Lift Bus		

Authorized Signature & Title

Date

SCHEDULE E
(To be Completed by Contractor)

Contractor Required Supplemental Information

All requested documents or informational materials must be provided and all questions answered completely, with any additional explanations as deemed necessary to fully explain the requested information. Failure to provide the requested information or answers to questions may render the Proposal non-responsive. It is understood that the District may contact any named individuals referred to in your responses to confirm information or to seek additional information. By submitting the proposal, you specifically authorize such individual(s) to provide such information.

A. Organization

1) If CONTRACTOR is awarded a contract, will CONTRACTOR do business as:

a) corporation? _____

i) State incorporated: _____

ii) Majority stockholder: _____

iii) Chief Executive Officer: _____

Name _____

Address _____

iv) Is CONTRACTOR a wholly-owned subsidiary? _____

Name of Parent Company: _____

b) partnership? _____ Attach a full description of partnership, including partners names and addresses and limitations, if any, on any partners' interest or obligation to the partnership.

c) proprietorship? _____

d) other? _____ Attach full description of organization.

2) Does CONTRACTOR conduct business activities in addition to the business of transporting school children? _____ If yes, attach a full description.

3) Does CONTRACTOR currently provide school transportation services to any school district in Washington? _____ If yes, attach listing of districts (name and address), school years serviced, and number of buses operated. For each

SCHEDULE E - continued

school district provide the name, address, and telephone number of the school district employee who was primarily responsible for overall supervision of the pupil transportation services provided by you or your company.

- 4) Does CONTRACTOR currently provide public school transportation services in other states? _____ If yes, attach a list of states and approximate number of school districts and school buses operated in each state.

B. Financial Stability

- 1) Does CONTRACTOR issue annual financial reports to stockholders, creditors or others that include audited statements of financial condition? _____ If yes, attach most recent annual financial report. If no, attach such reports as are available which describe financial condition of CONTRACTOR.
- 2) Is CONTRACTOR currently a defendant in any legal proceeding on property damage, personal injury or contractual liability? _____ If yes, attach full explanation.
- 3) Has CONTRACTOR, or any parent, subsidiary, or predecessor organization ever filed for protection under bankruptcy laws of any state? _____ If yes, attach full explanation.
- 4) Has CONTRACTOR ever been involved in litigation of any contract between a school district and the CONTRACTOR? _____ If yes, attach full explanation.
- 5) Has CONTRACTOR ever had a performance bond or insurance coverage for property damage or public liability canceled by any insurer? _____ If yes, attach full explanation.

C. On-Site Management and Operational Personnel

1. CONTRACTOR shall provide the name and resumè for its proposed on-site manager _____, resumè attached;
2. CONTRACTOR shall consent to DISTRICT interview with the proposed on-site manager if considered necessary by the DISTRICT; and
3. CONTRACTOR shall submit an organization chart and related job descriptions.

D. Labor Management Policies

1. The CONTRACTOR must provide copies of policies which will be used in this contract governing the following:
 - a. Nondiscrimination and equal employment opportunity;

SCHEDULE E - continued

- b. Requirements and qualifications for school bus drivers and aides;
 - c. Recruitment, screening and background investigations of applicants for school bus driver and bus aide employment;
 - d. School bus driver and bus aide training;
 - e. School bus driver and bus aide performance evaluation;
 - f. Qualifications of personnel authorized to perform school bus safety inspections; and
 - g. drug policy.
- 2. The CONTRACTOR will provide a complete description of the wages and benefits to be paid to the drivers.
 - 3. The CONTRACTOR will provide complete disclosure of pre-employment hiring practices

E. School Bus Operation Policies

The CONTRACTOR must provide a complete description of school bus operation policies as delineated in Items 13.a through 13.l (pages 15-16) of the Transportation Agreement.

F. Bus Safety Inspections and Preventative Maintenance Programs

The CONTRACTOR must provide a complete description of the school bus safety inspection and preventative maintenance programs to be used in implementing this Agreement.

G. School Bus Safety and Training Programs

The CONTRACTOR must provide a complete description of the school bus safety and training programs to be used in implementing this Agreement.

H. Other Information

Please list any other factors or conditions that you believe should be considered by the DISTRICT in evaluating your proposal for providing pupil transportation services.

SCHEDULE F
(To be Completed by Contractor)

PUPIL TRANSPORTATION ADDENDUM -- CONTRACTOR
ACKNOWLEDGMENT FORM

I (we) have received the following addendum(s) to the Request for Pupil Transportation contract:

<u>Addendum</u>	<u>Dated</u>	<u>Signature Acknowledging Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE G
(To be Completed by Contractor)

PERFORMANCE BOND COST

Annual amount of reimbursement to the DISTRICT if the performance bond requirements are waived: \$ _____ .