

**Spokane International Academy
4224 E 4th Ave
Spokane, WA 99202**

REQUEST FOR PROPOSAL

STUDENT TRANSPORTATION SERVICES

RFP No. 2-1

For the Period of August 1, 2019 to July 31, 2022

**PROPOSALS ARE DUE NOT LATER THAN
2:00:00 p.m. PDT, Friday, April 19, 2019
DESCRIBED IN DETAIL IN SECTION IV**

**Direct all inquiries to:
Brook Wilkerson, Chief Operations Officer
(509) 321-8950 - phone
(509) 209-8078 - fax
wilkerson@spokaneintlacademy.org**

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NOTICE TO STUDENT TRANSPORTATION CONTRACTORS REQUEST FOR PROPOSAL

Notice is hereby given that the Spokane International Academy ("District"), 4224 E 4th Ave., Spokane, WA 99202, will receive sealed proposals for the following:

RFP No. 2-1

STUDENT TRANSPORTATION SERVICES, until 2:00:00 p.m. PDT, Friday, April 19th, 2019

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 Spokane International Academy, 4224 E 4th Ave, Spokane, WA 99202, (509) 321-8950 or by visiting <https://www.spokaneintlacademy.org> 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Any proposal submitted may be withdrawn at any time prior to the time scheduled for opening of the proposals. No proposals may be withdrawn after the proposal due date and time unless award of the contract is delayed for sixty (60) calendar days after the April 19th, 2019 proposal due date.

The District reserves the right to reject any or all proposals and to waive any irregularities in any proposal or the RFP process. The District also reserves the right to select any proposal that is determined to be in the best interest of the District and which may not represent the lowest prices submitted.

Individuals with disabilities who may need additional accommodations to participate in the public RFP acknowledgement should contact Brook Wilkerson, COO, at 509-321-8950, no later than five days prior to the scheduled opening date so arrangement for the accommodations can be made.

BY ORDER OF THE BOARD OF DIRECTORS

Stacy Hill, Secretary

To be advertised March 15 and March 22, 2019 in the:
Spokesman Review

SECTION I

STUDENT TRANSPORTATION SERVICES
INTRODUCTION

Spokane International Academy ("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:

Brook Wilkerson, COO
Spokane International Academy
4224 E 4th Ave
Spokane, WA 99202
wilkerson@spokaneintlacademy.org

Any questions or requests for clarification regarding this RFP during the submittal preparation period must be addressed to Brook Wilkerson at the above address in writing or by e-mail no later than April 12, 2019 by 3:00 pm PST. No telephone inquiries will be accepted regarding the RFP.

Proposals must be received by the District no later than April 19, 2019, at 2:00:00 p.m. PST. Proposals will be 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 Brook Wilkerson, 509-321-8950 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.

ERS

Submittal Date

Sealed proposals will be received at Spokane International Academy, 4224 E. 4th Ave., Spokane, WA 99202, until 2:00:00 p.m., PST, on Friday, April 19, 2019, for Student Transportation Services for 2019-2020 and succeeding school years upon mutual written agreement. Two (2) copies of the proposal must be submitted (one original, marked or stamped "ORIGINAL" and one (1) copy). Proposals received after the time indicated will not be considered.

B. Proposal Identification

Proposals must be packaged in a sealed box or container with a "RFP 2-1" sticker placed on the bottom left-hand corner of the top of the container. The "RFP 2-1" proposal number, opening date, as well as the contractor name and address must appear on the outside of all proposals submitted. The Request for Proposal number (RFP 2-1) 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>
Advertisement Published (First Notice)	March 15, 2019
Advertisement Published (Second Notice)	March 22, 2019
Last day for written questions/requests for clarification	April 12, 2019 by
3:00:00 pm PST	
Proposals due	April 19, 2019 by 2:00:00
pm PST	
Anticipated Board Award	May 2019

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 that the District determines is in the best interest of the District and which may not represent the lowest prices submitted.

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 that 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 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 and Debarment 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 charter bus contractors when necessary or deemed appropriate. The District will award one contract based upon the District's determination, in its sole discretion, of which proposal best meets the District's overall financial and management interests.
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 10 buses in service 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 that 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 that 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). Not applicable to current Spokane International Academy's student population.
 - 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.

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, the person signing the proposal must initial each erasure or change. The proposal submitted must not contain any erasures, strikeouts, 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 an 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 expressed 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 Spokane International Academy, pledging that when notified that the proposer is the successful proposer will enter into a contract with the District, within ten (10) days from the date it is notified, 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: Brook Wilkerson, COO**, Fax No. (509) 209-8078, Wilkerson@spokaneintlacademy.org, of the District at the addresses indicated no later than 3:00 p.m. PST on April 12, 2019. 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 the 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 that is based upon a lack of knowledge of any contract documents, work sites, statutes, regulations, or ordinances or resolutions will be allowed.

S. Proposal Security

The proposal price shall include everything necessary for the prosecution 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 COO, 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:

Spokane International Academy
Spokane, WA 99202

Kammi Mencke-Smith, HR/Payroll Specialist
4224 E 4th Ave

and shall be 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 Board of Directors 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 Board of Director'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 a one-year period commencing on August 1, 2019 and ending July 31, 2020, with the ability to renew or extend the contract upon mutual written agreement by both parties for a period of up to 5 years total. 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 15, 2019 (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 Head of School 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 International Academy District 32901.
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 that 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, early release days, shuttles and field trips).
- b. Estimated Buses Required (Based on 2018-2019 school year).
 - (1) Regular Education Buses: Six (6) each 71 to 85 passenger (40-50 passenger buses will be considered) non-lift school buses (to be adjusted as needed). This figure does not include Standby or Spare buses. In addition, a lift is to be installed in one (1) of the six (6) Regular Education fleet to accommodate a regular education student who may be wheelchair bound. This bus will have space for one (1) wheelchair and up to 71 passengers.
 - (2) Special Education – At this time Spokane International Academy does not have any students attending who are required to have separate or additional transportation routes. In the event that Spokane International Academy requires transport of such student/s we are requiring the contractor to have the needed bus/es on hand.
 - (3) Lift Buses: Minimum one (1) bus capable of handling 2 forward facing wheelchairs and multiple walk-ons. At this time Spokane International Academy does not require this bus to be on hand. However, the District is requiring the Contractor to make one (1) available if the need arises within a one-week time frame.
Note: Except as directed by the District Representative, non-ambulatory students shall be transported on special wheelchair equipped buses.
 - (4) Spare Bus Ratio shall be at least five percent (5%) of entire fleet (including standby buses) to cover for routine maintenance, breakdowns, accidents, etc. A minimum of one spare lift 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 1, 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".
- c. Buses. The Student Transportation Service provided under the Contract, being in compliance with the Rules and Regulations of the Superintendent of Public Instruction for Charter 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.

- d. Routing and Scheduling of Buses. Least cost 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 four (4) 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 August 1 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. 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 or is

assigned 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.**

- (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 (if IEP dictates such need) 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) Desired route updates or changes shall be submitted to the authorized District representative at least one week prior to implementation and must be agreed upon by the District representative.
- e. Bus Schedules. The Contractor shall schedule all routes, so as to ensure safety to schoolchildren and so as to deliver students in accordance with sections (1) and (2) below. The Contractor shall provide all scheduled routes to the District representative so the District can update it's website and shall, at least one week (1 week), prior to any changes to the scheduled routes, be able to 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 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 10 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.

- (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 10 minutes after the close of their classes
- (2) McKinney-Vento (MCV) Students: MCV students 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., general education routes). If MCV must be routed on special needs buses, prior authorization from the district must be obtained.

- f. 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.

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.

- 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 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.
- 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 seven-years old nor have a maximum age older than eleven-years old during any period of the Contract. However, for the initial year of this contract, no bus shall be older than 2013. Spare buses and buses used expressly for standby services shall be no older than eleven-years old at any time during the Contract period. Age shall be determined by the date the bus was originally placed in service. In no event may any bus be used at any time or for any purpose that does not qualify for the State Depreciation Schedule.
- 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, if the District requested the work. Any work resulting from a change in the law or regulation will be at the Contractors expense.

- f. Two-Way Radio: All buses are required to have a two-way radio. The Contractor shall be required to maintain radios, which will be in good working order at all times throughout the term of the Contract.
- g. 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.
- h. 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 approved equal digital video recorder (DVR). The system hardware must support simultaneous recording of a minimum of two (2) 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 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 recordings. In addition, all technology infrastructure needs to be robust enough to download, store and transmit electronic data gathered.
- i. Bus Inspection at Completion of a Route. Drivers are to complete a physical walk-through of the bus after each route is completed. This inspection is to determine if any students are still on board and to identify any leftover belongings. Logs the driver maintains will verify this inspection. The District may access these logs at any time upon request.

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 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 Representative 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 District Representative by the end of September. These charts are to be maintained and re-submitted to both schools and the Contractors 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. District shall provide to the Contractor a list of eligible students per route and stop for each school and each driver by September 30 of every year. These lists are to be maintained and re-submitted to Contractor, drivers and the District 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 Contractor as appropriate.

- f. Report on Contractor In-services. Six (6) weeks into each semester, the Contractor shall forward to the District Representative, a detailed report of in-services conducted, attendees, names and reasons for absences, and evaluative summary of the in-services conducted for the following:

Drivers: All drivers of regular and students with special needs routes will be required to have at least the minimum hours of in-service training per year as required by WAC 392-144-102 to maintain the school bus driver authorization. Contractor must certify the in-service training and that the drivers have demonstrated competency of training material. The above listed training requirement shall be in addition to basic/initial driver certification. Contractor will be responsible to employ and/or contract with and retain a trainer for its drivers and bus attendants (if needed) for behavior de-escalation, soft restraint and other training for high need students, and to provide such training updates on a periodic basis or as needed.

Attendants: Bus attendants should have in-service training in student management. Contractor must certify in-service training and ensure those attendants have demonstrated competency of training material.

- 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 will 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 Spokane International Academy 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 Spokane International Academy students during the course of his or her employment or student teaching program participation if such individual has 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 Spokane International Academy, 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 the 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.

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 will refrain from tobacco or E-cigarette use.

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 are 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 Head of School 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 Head of School 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. If drivers/attendants are not in proper attire, they are not to be sent out on route. Attire must be clean at all times.

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. The badge needs to be returned to the Contractor within one week upon termination or resignation. The Contractor shall provide a listing of terminated employees monthly to the District with confirmation of the badge being returned. If a contracted employee misplaces their badge, they are to have the badge replaced within one week.

i. 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) In-service requirements for drivers of basic and special needs routes and in-service requirements for bus attendants – be specific with number of hours, 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. Some of these students may be on vehicles transporting students with special needs; however, many 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 potentially attend special briefings on an individual student’s need. The Contractor will provide the training and certification of completion of this training.

(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.

j. 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.

k. 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.

l. District/Contractor Coordination. A joint District/Contractor performance review meeting can be scheduled as needed. A summary of all liquidated damages will be listed at that time.

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. To assure the safety and success of these functions the Contractor will provide a list of personnel that will be maintained during the term of this Contract. The Contractor will provide a job description of each position. At no time will other Washington (non-District No. 32901) contracts interfere with District operations.
- 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 facility manager must be available 7:00 a.m. to 4:00 p.m., Monday through Friday by phone.
- c. Dispatch hours should be no less than 6 a.m. to 5 p.m. with a minimum of 1 dispatcher during the hours of 6:30 a.m. – 4:30 p.m. At no time, shall the Contractor remove dispatchers to cover routes and trips without District prior approval. Summer hours must be at least 8:00 a.m. to 4:00 p.m. During special events, at the request of the district, coverage may be required.
- d. Prior to regular route drivers and/or attendant being utilized for outside contract programs, a request will be submitted to the District Representative addressing how those drivers will be covered. Coverage of these routes/drivers shall not be accomplished by utilizing dispatch/administrative/mechanical staff.
- e. The Contractor will designate a local branch office full-time staff member to serve as the media/public relation's 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 Head of School or Designated Representative and actively promoting safe transportation practices within the community.
- f. The Contractor should identify someone who is the primary trainer whose position is to train drivers and student support staff (if applicable) on the policies and procedures of the Contractor and District.

10. BUS ATTENDANTS: The Contractor shall be required to place a bus attendant or attendants on routes which transport students with special needs at a level which adequately meets the needs of the students being transported. The Contractor shall employ such attendants. At this time there are no students attending the District that require a bus attendant. The Contractor shall compute the salary, benefits, and any other associated costs of the bus attendants into the overall proposed rate schedule as a separate line item. 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 is encouraged to participate in pro-active student safety programs. These programs may include bus safety as well as pedestrian safety. The total cost of such programs will be the responsibility of the Contractor. 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 dispatch 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 requiring a health care plan who rides a regular education bus will have a health care plan on file in the dispatch office. The District will supply any required appropriate medical forms to the Contractor. The plans are otherwise not to be disseminated and shall be treated as confidential documents by the Contractor. 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 directly work with the Principals/Deans at each location and work with students, drivers, additional school personnel, and parents. It shall be the responsibility of the Contractor to implement the Policies, Rules, and Regulations of the District as directed by the District Representative. The discipline process will start with a "repair meeting" with the Contractor and School. Egregious behavior on the first

citation will result in the District contacting the parent and notifying of next steps. After the second citation, the District will suspend student's bus privileges for 1 week. After the third citation, the District will suspend privileges of the student for 1 month. If no resolution from previous suspensions, student will be removed from the route.

- 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 Head of School or his/her Designated Representative, any District school or schools are closed to ensure 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.

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 that 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 and property damage liability, \$1,000,000 per each occurrence of 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.

5. All insurance limits referenced above have the ability to be waived by District Board approval.

22. PERFORMANCE BOND: The Contractor shall provide a one hundred percent (100%) performance bond for the entire term of the Contract. Successive bonds provided for one-year periods if requested by the District shall assure performance in succeeding school years. The District has the right to waive or require these bonding requirements for any school year subsequent to 2019-2020. 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 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. 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 connects 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. The District shall pay a minimum of eight (8) driving/waiting hours and per diem as stipulated in the approved rate schedule 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) Two hour minimum and subsequent hourly rate beyond the two-hour minimum will be applied to the following:

All runs that are provided by the drivers such as home to school (basic and special needs) a.m., p.m., and special program shuttles (Spokane International Academy does not currently operate any 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 (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, and Memorial Day 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 include fueling, inspection, cleaning, and checkout time. All route deadhead time will be pre-determined based on actual drive tests under typical condition and time frames from the Contractor site. 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.

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 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 bids can

be more accurate and the corresponding rate the District would pay will be lower than it otherwise would be.

- (3) It is therefore agreed by both parties that the compensation for the services described herein may be adjusted for the second and third years* up or down not to exceed the average annual change in the Consumer Price Index, United States City Average for Urban Wage Earners and Clerical
- (4) 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 shall be computed annually based upon the Consumer Price Index as reported for the previous 12 month period ending December 31 on a percentage basis to apply to the Contract rates for the ensuing school fiscal year (effective September 1).

* The District will not consider any increase in Contractor wages and/or benefits as justification for a rate increase during the second and third year of this contract.

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

February, 2019	266.215
February, 2018	<u>259.986</u>
Difference	6.229

Percent change: 6.229 divided by 259.986 = 2.396

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 increase. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending December 31 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. If there are extraordinary cost increases to the vendor that exceed the CPI 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 Spokane International Academy.

- (5) 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. In most circumstances, this increase does not exceed the annual CPI 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), Two Washingtonian Center, 9737 Washingtonian Blvd, Ste. 200, Gaithersburg, MD 20878, for Petroleum Administrative District (PAD) 4/5, Spokane, WA, "AVERAGE". All bids will include the cost of fuel as of 1/17/19, determined to be \$1.6937 per gallon at that time, which is the base period for

subsequent adjustments. (see Appendix B). 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.

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 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. GOVERNING LAW/VENUE: the laws of the State of Washington shall govern the terms of this Contract. 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 August 1st, 2018 to July 31st 2019.

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

	MINIMUM 2 HOURS		OVER 2 HOURS	
	With Attendant	Without Attendant	With Attendant	Without Attendant
6 (Type A)	N/A	133.54	N/A	66.77 per hr.
65-75 passengers	N/A	133.54	N/A	66.77 per hr.
40-50 passengers	N/A	133.54	N/A	66.77 per hr.
Lift Bus	N/A	N/A	N/A	N/A

B. School Day Excess Hour Rate:

	FIRST HOUR		OVER 1 HOUR	
	With Attendant	Without Attendant	With Attendant	Without Attendant
6 (Type A)	N/A	66.77 per hr.	N/A	66.77 per hr.
65-75 passengers	N/A	66.77 per hr.	N/A	66.77 per hr.
40-50 passengers	N/A	66.77 per hr.	N/A	66.77 per hr.
Lift Bus	N/A	N/A	N/A	N/A

- D. Per Diem: Overnight trips only. \$40.00 per day for meals and incidentals (District will provide lodging but Contractor will arrange lodging based on location of event). Lodging and per diem should be included in quote that will be requested by the District ahead of time.

STUDENT TRANSPORTATION SERVICE
ESTABLISHED ROUTES AS OF SEPTEMBER 2018
Regular Daily Routes (as used for Billing Purposes)

<u>Route Number</u>	<u>Bus Size</u>	<u>Miles</u>	<u>Hours:</u> <u>Minutes</u>
901	77	65	2 hrs.
902	77	63	2 hrs.
903	71	61	2 hrs.
904	71	66	2 hrs.
905	54	64	2 hrs.

Route 901 – Southside Christian Church, Middle Academy, Primary Academy

Route 902 – Madison Elementary, Boys and Girls Club (Northtown), Primary Academy, Middle Academy

Route 903 – Glover Middle School, Boys and Girls Club (Northtown), Primary Academy

Route 904 – Ridgeview Elementary, Glover Middle School, Middle Academy

Route 905 – Ridgeview Elementary, Madison Elementary, Primary Academy

Additional Route to be determined.

Annual Field Trip Data
2018-2019

<u>Hours</u>	<u>Trips</u>			
34	11			
		Activity	0	0

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) Student left on bus at bus yard.
- (2) Student lost due to driver negligence.
- (3) Special Ed student dropped off at home or school without supervision or District approval.
- (4) For each day after the 10th of each month when invoices are to be submitted to the District.
- (5) 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 or at which time a student is identified as needing transportation.
- (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 and middle school and/or failure to provide forward these charts to the schools and District office.
- (5) Failure to maintain and implement student eligibility rider lists for all school levels and locations.

STUDENT TRANSPORTATION SERVICES
LIQUIDATED DAMAGES (CONT)

(6) Failure for a lost and/or late driver to call Contractor's Central Dispatch and provide notification to the District.

(7) Driver misses stop or fails to pick up or drop off student(s).

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) 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.

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.

(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) Switching regular route driver to temporary assignment (field trip/charter, BTW training or rodeo) and covering regular driver route with substitute driver.

STUDENT TRANSPORTATION SERVICES
LIQUIDATED DAMAGES (CONT)

- (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) Failure to maintain operating video camera equipment or failure to provide clear video within twenty-four (24) hours of District request.
- (8) Any bus cited as Out of Service during a Washington State Patrol bus inspection.
- (9) Failure of driver/attendants to be conducting District business without proper uniform attire.
- (10) Failure to maintain a designated dispatcher in the dispatch office, during the hours of 7:00 a.m. to 4:00 p.m.
- (11) Failure to provide good customer service as determined by the District.
- (12) Failure to return telephone calls to parents, school staff and District 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 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 District 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 District provided "RFP 2-1" 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 Spokane International Academy, 4224 E 4th Ave, Spokane, Washington 99202, not later than 2:00.00 p.m. PST, Friday, April 19th, 2019, at which time all Proposals will be opened and publicly acknowledged.

Sealed proposals will be received at Spokane International Academy, 4224 E 4th Ave., Spokane, WA 99202, until 2:00:00 p.m., PST, on April 19th, for Student Transportation Services for 2019-2020 and succeeding school years. Two copies of the proposal must be submitted (one original, marked or stamped "ORIGINAL" and one copy). Proposals received after the time indicated will not be considered.

Proposals must be returned in a sealed box or container with. The "RFP 2-1" proposal number, opening date, as well as the contractor name and address must appear on the outside of all proposals submitted. The Request for Proposal number (RFP 2-1) must appear on any technical data or other information furnished by your company for this proposal.

TO THE BOARD OF DIRECTORS OF Spokane International Academy

The undersigned hereby proposes and if such proposal is accepted, agrees to enter into a Contract with Spokane International Academy, 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, 2019 through July 31, 2022.

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

With Bus Attendants

Passenger Size of Vehicle	Minimum Daily Hours of Operation and Rate for First <u>2 hours of Operation</u>	Hourly Rate <u>Over 2 hours</u>
71-85		_____
40-50	_____	_____
Lift Bus	_____	

Without Bus Attendants

Passenger Size of Vehicle	Minimum Daily Hours of Operation and Rate for First <u>2 hours of Operation</u>	Hourly Rate <u>Over 2 hours</u>
71-85		_____
40-50	_____	_____

Pool Day Excess Hour Rate

With Bus Attendants

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

Without Bus Attendants

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

Section IV

BASIC RFP (continued)

C. Field Trip/Activity Bus

1. With Bus Attendants

Passenger Size of Vehicle	Dollars/First Hour (Minimum call-out)	Dollars/ Additional Hour	Driver Down Time/ Additional Hour
71-85		_____	_____
40-50	_____	_____	_____

2. Without Bus Attendants

Passenger Size of Vehicle	Dollars/First Hour (Minimum call-out)	Dollars/ Additional Hour	Driver Down Time/ Additional Hour
71-85		_____	_____
40-50	_____	_____	_____

D. Per Diem: Overnight trips only. \$40.00 per day for meals and incidentals (District will provide lodging but Contractor will arrange lodging based on location of event). Lodging and per diem should be included in quote that will be requested by the District ahead of time.

ture:

ng Requirements for school years subsequent to 2019-2020
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 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 International Academy.

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

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

RFP No. 2-1

SECTION IV

Attachment I

Spokane International Academy

EVIDENCE OF INSURANCE AND INSURABILITY

The Proposal shall include a copy of one or more insurance certificates currently held by your company that includes 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

SECTION IV

Attachment II

Spokane International Academy

PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

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>Passenger Capacity</u>	<u>Year of Manufacture</u>	<u>Make</u>	<u>Age (Based on Date Mileage</u>	<u>put into Service)</u>
-------------------------------	--------------------------------	-------------	---------------------------------------	--------------------------

* 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. mobile and hand held radios, pagers, security cameras, etc.). Be sure to list quantity, manufacturer, model, estimated value and any peripheral equipment necessary. 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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SECTION IV

Attachment III

Spokane International Academy

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.

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I. DESCRIPTION OF CONTACTOR'S ORGANIZATION

A. IDENTIFYING INFORMATION

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.).

Type of Entity

State of Residence

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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 International Academy 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.

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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>
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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

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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 6/30/15, 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 International Academy's' 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 facilities 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).

Number of buses involved.

Average annual mileage.

Number of students transported.

Beginning and ending dates of the contract term.

Union affiliation (if any) of drivers under contract.

MANAGEMENT AT THE TERMINAL

- A. The District strongly believes that the individual holding the position of Facility Manager (or of the like) is critical to the provision of consistent and high quality transportation services. List the candidate (s) proposed for assignment to the District's contract. 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 contract, please provide the following information:

Name of the proposed Facility Manager:

Tenure with your company in years:

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:

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- B. On a separate page, please provide a job description for each 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 contract (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 management in the areas of (1) Operations; (2) Training and Personnel; (3) Safety; and (4) Maintenance. Please provide the following information for these persons:

Name

Location of staff member's office

Tenure with your company in years

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.

Please provide a complete staffing plan for the District terminal.

Describe a.m., mid-day and p.m. check-in procedures for drivers.

Describe response plan to assist with breakdowns, accidents or other late operations.

DRIVER PERSONNEL

State the number of school bus drivers you now have in your regular employment. _____

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?

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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:

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

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.

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What percentage of driver applicants eventually begin your training programs? _____ %

What percentage of your driver applicants are hired directly as certified school bus drivers? _____ %

J. Is the Department of Motor Vehicles (DMV) driving records of all your applicant drivers evaluated during the selection process?

_____ Yes _____ No

How often are DMV records updated?

Do you screen your applicants for good moral character?

_____ Yes _____ No

Criteria and procedures used.

What is the current rate of annual turnover among drivers your company employs? _____ %

Do you have driver-training programs as a part of your current operational procedures?

_____ Yes _____ No

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?

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- 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.i.5 and 8.i.6.

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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

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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:

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- 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 were 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.

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- 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 along with a description of how the citations have addressed and resolved:

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V. FACILITIES – Transportation facilities and equipment are proposed as follows:

- 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) _____

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.

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- 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. Please provide company procedure for repair of safety / vehicle damage including procedure for declaring a vehicle out of service.

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E. How do you ensure 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)?

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- 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, your 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 2016, 2017 and 2018.
- 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:

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- 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:

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- 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 lawsuit by or against a school district regarding any issue during the past five years?

_____ Yes _____ No

If yes, please explain:

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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:

equipment	Receipt and inspection of vehicles, facility and
	Occupation of terminal facility
and supervisory personnel	Recruitment / relocation, if necessary, of management
drivers	Selection, any necessary training and employment of
bus attendants	Selection, any necessary training and employment of
schedules	Employee orientation, especially to District routes and
August 1, 2019,	Any other details necessary to be fully operational by

X. LIQUIDATED DAMAGES

Have your previous contracts had liquidated damages provisions?

_____ Yes _____ No

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

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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

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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 quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate:

Name

Title

Telephone Number

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

**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

Title

Firm

Address

City & State

Date

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Appendix A

**Spokane International Academy
Pupil Transportation Definitions**

Regular Education Transportation Programs

Regular Home to School: Regular routes from home (designated stop) to school provide transportation for students K-8.

Early Dismissal: Early release of students during parent/teacher conferences, Fridays and additional days throughout the year as specified on the school year calendar.

Other Programs

McKinney-Vento Program: This program provides stability for children by keeping them in their school or origin allowing students to attend a single school for the entire school year. Transportation services vary from student to student dependent on their situation. Some students are able to access the already established general education routes while others may require special routing or cab service. The schools liaison will work with family to determine need.

Special Education Transportation Programs

Type of Route: Special Education Home to School: Special education routes from home to school provide transportation for students K-8 who are eligible for services through special education or 504 and due to the nature of their disability require transportation services. The student's IEP team determines eligibility for transportation services. Special Education/504 students typically have behavioral, cognitive, or ambulatory conditions that require specialized transportation routes. The schools special education director will work with the family based on the IEP requirements to determine mode of transportation.

Miscellaneous Transportation Programs

Instructional Trips (Field Studies): Are designed to be part of the basic education program. Principals must authorize expenditures.

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Appendix B

Special Needs Transportation Policy / Procedure

Student Information Form: This form needs to be completed by the school on all new students. Once it is completed, the Special Education Coordinator/Director will sign for approval. When the Special Education Coordinator/Director approves the transportation request, it will be sent to the District Representative.

Once the Transportation Contractor has received the form from the District Representative, he/she has ten (10) school days to complete the routing. The Special Education Coordinator/Director or designee may call in the requests; however, transportation will not begin until the form is turned into the District Representative. While awaiting transportation to begin, it is the parents' responsibility to provide transportation to/from school each day.

Location of Bus Stop: The contractor provides the least restrictive services based on the student's needs. Parents will be notified of the pick-up time and location for their child.

Responsibility of Parent at the Bus Stop: Parents are responsible for bringing their child to the bus and picking the child up at the close of each school day (bus attendants cannot assist parents in getting students to the bus). If no responsible adult is at the bus stop at the end of the school day, the child shall be returned to the home after all other students have been dropped off. If at this time no one is home to accept the child, he/she will be returned to their school with district approval. The parents shall be notified that they will need to arrange transportation. If parents or emergency contacts cannot be contacted, the contractor is required by law to contact the District Representative. Students will not be dropped off without an adult unless a letter signed by the parent/guardian is on file with the contractor. A copy of the letter will be kept in the District Office.

Transportation by Persons Other than Parents: If individuals other than parents or authorized school personnel call for children at the school, a written authorization signed by the parent must be presented to the school or principal before the child will be released.

Bus Time Schedule: As bus schedules may vary a few minutes, each student should be ready five minutes prior to the scheduled bus arrival time. The driver is not allowed to wait beyond the regularly scheduled time of the stop. If the bus schedule is seriously delayed (i.e., due to snow or roads), schools will be notified via email and phone.

Notice of Absence and Change of Address: Parents and guardians shall call the Contractor at the phone number noted below, when they expect their child to be absent and when the child is to return after an absence. The dispatcher shall, in turn, notify the bus driver. Any changes of address, telephone number, or messages regarding transportation shall be directed to the District Representative via the Student Information Form.

Contractor Phone: TBD

Hours:

TBD

When a Student Has Been Absent/No Show: The bus will not return to pick up the student until the transportation contractor's dispatch office has been notified by the parent that the child is ready to return to school. This procedure will go into effect after one absence/no show.