REQUEST FOR PROPOSALS PUPIL TRANSPORTATION SERVICES FOR THE TENINO SCHOOL DISTRICT #402

FROM THE PERIOD OF AUGUST 1, 2022 TO JULY 31, 2027

Clint Endicott, Superintendent

TENINO SCHOOL DISTRICT #402

Street Address 301 Old Highway 99 N Tenino, WA 98589

Mailing Address PO Box 4024 Tenino, WA 98589

Direct all inquiries to:

Brenda Padgett, Director of Finance 360-264-3421 padgettb@tenino.k12.wa.us

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NOTICE TO PUPIL TRANSPORTATION CONTRACTORS

INVITATION TO SUBMIT PROPOSALS

Notice is hereby given that the Tenino school District, hereinafter referred to as DISTRICT, will receive sealed proposals up to but no later than 11:00 a.m. on the 10th Day of June, 2022 at the following location:

Tenino School District Office 301 Old Highway 99 N Tenino, WA 98589

At that time, date and place, proposals will be opened for the purpose of providing:

PUPIL TRANSPORTATION SERVICES

Each proposal must be submitted in response to the Preferred Contract Terms dated May 23, 2022.

Detailed specifications may be obtained on the district's website www.tenino.k12.wa.us or by contacting Brenda Padgett at padgettb@tenino.k12.wa.us or 360-264-3421.

A preliminary bidder's conference will be held:

Location:	Tenino School District Board Room 301 Old Highway 99 N Tenino, WA 98589
Date:	June 2, 2022

Time: 1:00 p.m.

At which time CONTRACTORS will be given the opportunity to raise questions for the purpose of clarifying proposal documents, specifications and requirements, facilities, equipment, routing, scheduling, or other questions pertinent to this request for proposal. Attendance at this conference is NOT mandatory. Following this conference, further questions must be submitted in writing; each CONTRACTORS so requesting will be provided written questions received and DISTRICT responses to those questions. The DISTRICT reserves the right to amend its Preferred Contract Terms subsequent to this conference. Any amendments to the Preferred Contract Terms shall be provided to CONTRACTORS so requesting.

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

Any proposal submitted may be withdrawn at any time prior to the time scheduled for opening of proposals. The request for withdrawal must be presented in person or in writing. After the time

scheduled for opening of proposals, no proposal may be withdrawn for a period of sixty days commencing on the date of the opening of the proposals.

The DISTRICT reserves the right to reject any or all proposals, to accept any one and to waive any irregularities in any proposal or the proposal process. The DISTRICT also reserves the right to select any proposal which the DISTRICT believes is in the best interest of the DISTRICT and which may not represent the lowest prices submitted.

TENINO SCHOOL DISTRICT

REQUEST FOR PROPOSALS- PUPIL TRANSPORTATION SERVICES

SECTION I – GENERAL REQUIREMENTS

- A. Use of District Documents
 - a. Proposals must be submitted on forms prepared by the DISTRICT. No alteration to DISTRICT forms will be permitted, including substitutions, additions, deletions or interlineations, except as provided below in Sub-section 1.1. Reproduction of DISTRICT documents is permitted so long as reproduced copies are exactly the same in size, format and content as forms prepared by the DISTRICT. Any proposal submitted in altered form may result in rejection of such proposal at the option of the DISTRICT. Any contract arising from a proposal which contains altered content of DISTRICT forms is voidable at any time at the option of the DISTRICT.
 - All pages must be included in proper sequence and all forms must be completed in full. Any omission may result in rejection of the entire proposal at the option of the DISTRICT.
 - c. Each proposal must be submitted in a sealed envelope or container. The envelope or container must bear on the outside the name and mailing address of the entity submitting the proposal.
 - d. Each proposal must contain, in space provided, the printed name and title of the authorized agent for the entity making the proposal, with such person's signature in longhand. Three (3) copies of the proposal, one being an original, must be submitted prior to bid closing to facilitate DISTRICT review.
- B. Inspection of Documents
 - a. Recipients of proposal documents bear total responsibility to inspect DISTRICT documents for missing or illegible pages or other indications of incomplete information provided by the DISTRICT.
 - b. Failure to receive complete documents or failure to examine proposal provisions will not excuse commitments made in such proposal.
- C. Proposal Documents
 - a. Notice to Pupil Transportation CONTRACTORS Invitation to Submit Proposals;
 - b. Request for Proposals- Pupil Transportation Services;
 - c. Preferred Contract Terms
- D. Preliminary Conference
 - a. A preliminary conference will be held at 1:00 p.m. on June 2, 2022 at the Tenino School District Office, 301 Old Highway 99 N, Tenino, Washington 98589.
 - b. Attendance at the preliminary conference is not mandatory.
 - c. DISTRICT personnel will be available to answer questions necessary to clarify proposal documents, DISTRICT specifications and requirements, transportation facilities and

equipment, routing, scheduling or other questions. After the preliminary conference is concluded, all further questions must be submitted in writing. Written questions received and DISTRICT answers will be mailed to all CONTRACTORS so requesting.

- E. Submitting Proposals
 - a. Proposals must be received by the Tenino School District no later than 11:00 a.m. June 10, 2022 at:

Tenino School District Office 301 Old Hwy 99 N Tenino, WA 98589

- b. Any proposals received after this time will be returned unopened.
- c. 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 addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature with requires material changes in quantities or prices proposed or both, the date set for opening proposals may be postponed by such a number of days as in the opinion of the DISTRICT will enable bidders to revise their proposals. In such cases, the addendum will include an announcement of the new date for opening proposals.
- F. Erasures or Corrections to Entries
 - a. The proposal submitted must not contain any erasures, strike-overs or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.
 - b. If correction of an unintended entry is desired, such correction must be legible and authenticated by signature of the person signing the proposal. Illegible or unauthenticated corrected entries may result in rejection of the proposal at the option of the DISTRICT.
- G. Withdrawal or Amendment of Submitted Proposal
 - a. Any proposal which has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be presented in person or in writing.
 - b. No amendment, addendum or modification to a proposal will be accepted after a proposal has been submitted to the DISTRICT. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.
 - c. No CONTRACTOR may have more than one proposal on file with the DISTRICT.
 - d. After the scheduled time for opening of proposals, proposals may not be withdrawn for sixty days.
- H. Scheduled Time for Opening of Proposals
 - a. Proposals will be opened and read aloud at the following location:

Tenino School District Office 11:00 a.m. on June 10, 2022.

b. Any proposal submitted after this time will be returned unopened.

- I. Proposal Security
 - a. Each CONTRACTOR must submit a bid bond in the amount of \$40,000 to guarantee CONTRACTOR'S intent to enter into a contract with the DISTRICT.
 - b. Proposal security received by the DISTRICT will be returned to the CONTRACTOR (S) within ten (10) days FOR ALL PROPOSALS REJECTED BY THE district. Proposal security for proposals under consideration by the DISTRICT will be returned within sixty (60) days following the opening of proposals.
 - c. If a proposal is accepted by the DISTRICT, and the entity submitting the proposal fails to execute a contract consistent with the terms of that entity's proposal within ten days from the date that proposal is accepted by the DISTRICT the DISTRICT may declare the proposal deposit or bid bond forfeited to the DISTRICT. In the event of such forfeiture, the DISTRICT may accept an alternate proposal or the DISTRICT may call for new proposals.
- J. Agreement Document
 - a. The CONTRACTOR must be fully prepared to execute the Agreement if awarded the contract.
 - b. The DISTRICT may, at its option, choose to modify the Agreement, or it may elect to contract according to the form of the enclosed Agreement without modification.
- K. Rejection of Proposals and Waiver of Irregularities
 - a. The DISTRICT reserves the right to reject any or all proposals.
 - b. The DISTRICT reserves the right to waive irregularities in any proposal or irregularities in the proposal process.
- L. Award of Contract
 - a. The DISTRICT reserves the right to award or not award a contract, and the right to select any proposal submitted for award of a contract.
 - b. A contract award, if any, will be based on the DISTRICT'S determination of which proposal best meets the needs of the DISTRICT. Judgments to be made may include ability and capacity to perform, experience, reputation, past performance, management capabilities, financial conditions, safety program, training program, maintenance program, responsiveness to terms and conditions of the proposal, and anticipated cost of services.
 - c. The DISTRICT reserves the right to select a proposal with higher prices than the lowest of all prices received, if in the opinion of the DISTRICT, the overall best interests of the DISTRICT will be best served by such proposal.
 - d. The DISTRICT reserves the right to accept part of a proposal and extend a contract offer based on only part of a proposal. In such event, the DISTRICT will waive its right to forfeit proposal security if the offer of contract based on partial service is rejected by the contractor.

Section II - CONTRACT TERMS

THIS AGREEMENT, entered into this ______ day of ______, 2022 by and between the TENINO SCHOOL DISTRICT NO. 401, hereinafter referred to as "DISTRICT" AND ______,

hereinafter referred to as "CONTRACTOR," for the consideration hereinafter named, mutually agree as follows:

- A. Scope of Agreement
 - a. The CONTRACTOR shall operate transportation services and shall furnish labor, school buses and bus maintenance, and materials and supplies as required to provide the DISTRICT with transportation service, as requested and authorized by the DISTRICT, and pursuant to Terms and Conditions of the Request for Proposal, and as further described herein.
- B. Terms of Agreement
 - a. This Agreement shall be effective beginning August 1, 2022 and ending July 31, 2027, a period of five years.
- C. Termination of Agreement
 - a. This Agreement may be terminated:
 - i. Without notice at any time the DISTRICT has reason to believe safety of students may be put at risk under the contract, or if CONTRACTOR violates any of the covenants or duties imposed upon it by this agreement.
 - ii. Thirty (30) calendar days after loss of unavailability of state appropriations of pupil transportation funding from the Superintendent of Public Instruction at no fault of the DISTRICT.
 - iii. Ninety (90) calendar days after the loss of a special levy, transportation services identified herein may be reduced or eliminated at the option of the DISTRICT.
 - iv. Thirty (30) days after written notice If either party violates any of the covenants or duties imposed upon it by this agreement.
- D. Agreement Documents
 - a. The Agreement consists of the Contract Terms document, the DISTRICT REQUEST FOR PROPOSAL document, including all terms and conditions contained therein, and CONTRACTOR'S proposals thereto; including price schedules and CONTRACTOR policies which have been approved and accepted by the DISTRICT.
- E. Assignment of Agreement
 - a. The CONTRACTOR may not assign rights, burdens, duties or obligations under this Agreement, nor may any portion of this Agreement be sublet to another party without written consent of the DISTRICT. This consent shall not be unreasonably withheld by the DISTRICT.
- F. Nondiscrimination
 - a. Except to the extent permitted by bona fide occupational qualifications, it is agreed that:
 - i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The CONTRACTOR will ensure that applicants are considered and employed without regard to their race, creed, color, national origin, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

- ii. The CONTRACTOR will, in all solicitations for employees or job announcements or orders placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex or age. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section.
- iii. The CONTRACTOR will include the provisions of this paragraph and its' subparagraphs in every subcontract or purchase order for the goods or services which are the subject matter of this Contract.
- G. Permits and Licenses
 - a. The CONTRACTOR shall secure and keep valid all permits, licenses and certifications required by law or related rule or regulation necessary for lawful performance of this Agreement, and shall ensure that CONTRACTOR'S employees, and agents, secure and keep valid all required permits, licenses and certification.
- H. Insurance and Bondage
 - a. The CONTRACTOR agrees to provide to the DISTRICT
 - i. Continuing proof of comprehensive general liability insurance, obtained at CONTRACTOR expense, which insures against loss due to personal injury or damage to property, and which protects the DISTRICT and its employees, the DISTRICT Board of Directors and individual members thereof, the CONTRACTOR and its employees, and any other company or individual considered liable under this Agreement, coverage amount to be at a minimum \$15,000,000 single limit coverage for death, bodily injury or property damage.
 - ii. Continuing proof of performance bond naming the DISTRICT as insured in an amount equal to one hundred eighty (180) days of operation cost for the first year of the contract and ninety (90) days of operation cost for each subsequent year of the contract.
 - Notice to the DISTRICT at least thirty (30) days prior to effective date of any change in liability insurance or performance bond coverage or policy or bond cancellation.
 - iv. Should the CONTRACTOR fail to make insurance and/or bondage premium payments for more than sixty (60) days the DISTRICT is authorized to make payments to the carriers and deduct the same from the ensuing invoice from the CONTRACTOR.
- I. Independent Contractor
 - a. The CONTRACTOR agrees to be deemed an independent contractor at all times and to be wholly responsible for the manner in which services are performed under this Agreement, and further, agrees that nothing contained in this Agreement shall be construed as creating any form of a relationship of employer and employee, or of principal and agent, between the DISTRICT and the CONTRACTOR, or between the DISTRICT and the CONTRACTOR'S employees or agents. The CONTRACTOR also agrees to assume exclusive responsibility for all acts of its employees during the course and scope of all employment which relate to service to be provided to the DISTRICT. The CONTRACTOR, its agents and employees, shall not be entitled to rights or privileges of DISTRICT employment and under no circumstances be referenced as employees of the DISTRICT.
- J. Service requirements

- a. To and From School; Mid-Day Kindergarten; Late Take Home
 - i. The DISTRICT reserves the right to approve each route and route stop, and to determine which students are to be transported and the manner of transportation. The CONTRACTOR agrees to provide to the DISTRICT, ten (10) days prior to the beginning of each school year, proposed routes, route stops, assigned bus capacities, operating times, estimated base and excess hour billable times for approval by the DISTRICT. The CONTRACTOR agrees to operate routes only as approved by the DISTRICT, and to notify the DISTRICT of all the changes which occur that indicate need to expand or reduce approved routes. Bus routes shall be determined using bus routing software. If the CONTRACTOR is unable to provide the agreed upon daily routes, the DISTRICT shall receive a credit in the amount equal to the minimum daily rate per route per day.
- b. Shuttle Service
 - The DISTRICT reserves the right to provide its own shuttle service or to arrange for the CONTRACTOR to provide such service. If the DISTRICT requests the CONTRACTOR to provide shuttle service the DISTRICT reserves the right to approve each route and route stop, and to determine which students are to be transported and the manner of transportation. The DISTRICT agrees to provide ten (10) days notification prior to the start of service, and the CONTRACTOR agrees to provide to the DISTRICT, five (5) days prior to start of service, proposed routes, route stops, assigned bus capacities, operating times, estimated base and excess hour billable times, unassigned base times, miles, and loads, for approval by the DISTRICT. The DISTRICT reserves the right to extend, reduce or discontinue shuttle route service, with notice by 1:00 p.m. effective the next school day. The CONTRACTOR agrees to operate shuttle routes only as approved by the DISTRICT, and to notify the DISTRICT of all changes which occur that indicate need to expand or reduce approved routes.
- c. Field trips; Extracurricular Trips and Other Extra Trips
 - The DISTRICT shall be provided transportation on request for students and other persons authorized by the DISTRICT for curricular field trips, athletic, extracurricular, or other extra trips approved by the DISTRICT. The DISTRICT reserves the right to cancel any requested extra trip, and agrees to provide notification of trip cancellation two hours or more before the scheduled time to pick up students, in which event the CONTRACTOR agrees to no charge to the DISTRICT. If two hour notification is not provided to the CONTRACTOR, the DISTRICT agrees to pay the costs of bus driver minimum call-out, if any, up to \$50.00 per such cancellation. The CONTRACTOR shall review each trip request for potential cost savings and make cost savings recommendations to the DISTRICT in such a timely manner that DISTRICT approved recommendations may be implemented.
 - ii. The CONTRACTOR will provide the driver with adequate driving directions to and from the trip destination.
- d. Estimated Buses Required for Routes
 - i. Regular Transportation:
 - 1. 20 buses, minimum of 65 84 passenger (2 must have luggage bays for equipment transportation.)

- 2. 1 bus, minimum of 65-84 passenger with lift capable of handling forward facing wheelchairs and walk-ons (for field trips and other activities.)
- ii. Special Education Transportation:
 - 1. 3 buses
 - 2. 5 lift buses capable of handling forward facing wheelchairs and walkons. Lift buses shall accommodate multiple wheelchairs. Except as directed by the DISTRICT, non-ambulatory students shall be transported on wheelchair equipped buses
- iii. District Employee Drivers
 - CONTRACTOR will provide 2 vans for DISTRICT employee use. Vans will be a maximum of ten (10) passenger vans. Other van types, including mini-vans, are acceptable. CONTRACTOR may require that district employees who drive said vans be trained by CONTRACTOR prior to use of vans for staff or student transportation. DISTRICT employees will not be required to obtain Union membership, (if any).
- iv. A Spare Bus ration of 10% (rounded up to nearest whole number) by vehicle type to cover for routine maintenance, breakdowns, accidents, etc.
- e. Coordination of Services
 - i. The CONTRACTOR agrees to provide bus dispatch and coordination with the DISTRICT on all written communication with schools, parents, guardians, and coordinate any news media releases with the DISTRICT.
- f. School Calendar Year
 - i. The number of buses by category shown in paragraph d are those estimated to be required on each or most regular school days for approximately 180 days of school or as otherwise governed by the school calendar published for the ensuing school year (regular to and from school, mid-day kindergarten, late take home, shuttles, athletic trips and field trips). Summer school will be arranged for separately as needed.
- g. "Other" Days
 - i. "Other" days are those days during the school calendar year when the regular school is not in session. On such "other" days, the number of buses and type of service shall be on an as-requested basis. The maximum number of buses will be not greater than the number of buses used for regular school year transportation.
- h. School Bus Arrival And Departure Times
 - i. The DISTRICT requires and the CONTRACTOR agrees that school buses will be scheduled to arrive at schools no earlier than <u>20</u> minutes or later than <u>15</u> minutes before start of school in the morning, and, school buses will be scheduled to arrive at each school prior to scheduled class dismissal time and depart from each school no later than <u>15</u> minutes after the end of the scheduled school day. The DISTRICT may assess a penalty of \$500.00 for each scheduled transportation day where more than <u>10%</u> of scheduled arrivals and departures do not meet the above time requirements. This penalty will be assessed when the delays are caused by the CONTRACTOR.
- i. Limitation On Student In-Transit Time

- i. The DISTRICT requires and the CONTRACTOR agrees that no student will be scheduled to be in transit more than <u>60</u> minutes home to school or school to home, unless waived by the DISTRICT. Transit time is defined as the time after the student boards the bus and arrives at the first school in the A.M. or after the bus leaves the last school in the P.M.
- K. Facilities and Equipment
 - a. The DISTRICT reserves the rights to approve transportation facilities and equipment used to provide services to the DISTRICT and the CONTRACTOR'S school bus safety inspection and preventative maintenance programs. The DISTRICT requires and the CONTRACTOR agrees:
 - i. School bus parking and maintenance facilities which are not owned by the DISTRICT will be situated to efficiently support routing needs and minimize necessary time and miles, as determined by the DISTRICT.
 - ii. All buses operated under this Contract, excluding DISTRICT owned buses, shall be subject to Chapter 392-142 WAC, Replacement and Depreciation Allocation. School buses which are not owned by the DISTRICT will meet minimum school bus specifications approved by the Washington Superintendent of Public Instruction, with no individual bus older than scheduled lifetimes approved by the Washington Superintendent of Public Instruction for its purpose of funding school bus purchases, will operate at all times under this Agreement with authorized State of Washington School Bus Operation permits, Washington vehicle registration and licensing which may be in the name of the DISTRICT, and safety inspection decals affixed by the Washington State Patrol.

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

- iii. 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.
- iv. All buses operated under this contract will be equipped with fully functional digital video cameras, radio communications, intercom systems, systems to ensure students are not left on the bus unintentionally and tracking/GPS capabilities.
- v. School Bus Safety Inspection and Maintenance Program.
 - a)A draft proposed CONTRACTOR school bus safety inspection procedures and preventative maintenance program must be attached for DISTRICT review, analysis and approval. CONTRACTOR failure to implement procedures accepted by the DISTRICT may result in cancellation of the contract at the option of the DISTRICT.

- L. On-Site Management
 - a. The DISTRICT reserves the right to inspect all transportation facilities and equipment used to provide service to the DISTRICT whether owned by the DISTRICT or the CONTRACTOR, and the DISTRICT requires and the CONTRACTOR agrees:
 - i. To keep and make available to the DISTRICT all bus maintenance records, including driver pre-trip safety inspections, maintenance shop bus safety performed, and all repairs made, and the CONTRACTOR further agrees to implement timely correction of any deficiencies reported by the DISTRICT.
 - ii. To keep and make available to the DISTRICT daily bus time, miles, rider counts, route maps and such other operating data necessary to enable DISTRICT to evaluate routes and to identify the basis for CONTRACTOR charges, and the CONTRACTOR agrees to make timely adjustment of changes reported by the DISTRICT.
 - iii. To compile and file all necessary state reports which include school bus operations data, such as, route maps, route descriptions, bus miles or other required data. CONTRACTOR will ensure responsible staff are knowledgeable of Washington State laws and regulations regarding Pupil Transportation.
 - iv. It shall be the responsibility of the CONTRACTOR to immediately report to the DISTRICT any accident involving the CONTRACTOR while in DISTRICT service or any serious drive incident with a student, DISTRICT staff or public. A detailed written report of each incident must be submitted to the DISTRICT as soon as possible but not later than two (2) days after the date of the accident or incident.
 - v. Operational Personnel
 - a) At least one (1) competently trained individual must be appointed as Branch Manager of DISTRICT operations. That individual must have the competency to manage the DISTRICT transportation operations, CONTRACTOR employees and coordinate transportation operations with DISTRICT administrative personnel.
 - b) At least one (1) competently trained individual must be appointed as Dispatcher for the DISTRICT.
 - c) The DISTRICT requires that at least two (2) people staff the office, to include at a minimum the Branch Manager, and the Dispatcher. CONTRACTOR must ensure that personnel receive training on software programs key to bus garage operations, and Washington State laws, regulations and reporting requirements, and are competent within the conditions set forth by this agreement. At least one (1) competent employee will be on hand in the transportation office to ensure route requirements are met and to coordinate operations and to handle two way communications with bus fleet during the period from the beginning of the first regularly

scheduled route each school day and the end of the last daily route.

- d) The Branch manager of local operations will be available to make a recommendation as to the feasibility of transporting children at least three hours prior to scheduled routes during inclimate days and to implement the chaining of buses as needed.
- e) The CONTRACTOR agrees to involve the DISTRICT in the selection and retention of the Branch Manager.
- M. Labor Management
 - a. The CONTRACTOR shall permit school buses to be operated only by trained and competent drivers who hold the proper valid licenses issued by the State of the Washington. The CONTRACTOR will use every reasonable means to provide the same drivers and vehicles throughout the Contractual year for each route. Drivers employed by the CONTRACTOR shall satisfy the requirements for "School Bus Driver Certification" as directed by the Superintendent of Public Instruction. Said drivers will report all cases of student misbehavior on buses and will handle all disciplinary matters in strict accordance with DISTRICT policy. In no case will a driver unload a student from a bus for misbehavior. If there is an extreme emergency endangering the safety of passengers or the driver, 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 gualified under physical examination requirements prescribed by Chapter 180-20 of the Washington Administrative Code. The CONTRACTOR, at its expense, shall engage a licensed doctor to certify all school bus drivers' physical examinations. In addition to the first aid training required for the School Bus Driver Certificate, drivers assigned to transport special education pupils shall be given special training concerning the techniques of handling such children. This instruction shall be provided prior to such assignment by the CONTRACTOR.
 - b. The CONTRACTOR agrees to require all of its employees to satisfactorily complete a fingerprinting and related background check as required by State Law. The DISTRICT shall not be responsible to pay the cost of background checks. The CONTRACTOR furthermore agrees to make any offer of employment conditional and subject to the acceptable outcome of the criminal history records check. The DISTRICT upon receipt of the criminal history record agrees to notify the CONTRACTOR of any prospective employee that does not successfully meet the DISTRICT criteria for employment. The CONTRACTOR agrees to immediately terminate any such employee.
 - c. For the purposes of this Contract and interpretation thereof, it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Contract that students be transported to and from school regularly, promptly, safely, and without interruption or incident and that the interests of the children in such transportation shall take precedence over the interests of either the CONTRACTOR and its drivers or the DISTRICT. It shall be a primary obligation of the CONTRACTOR to operate its affairs so that the DISTRICT will be assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers, and all other persons coming in contact with the children, must be in a condition of mental, physical, and emotional stability. The DISTRICT places upon the CONTRACTOR and the CONTRACTOR agrees to accept the full responsibility of assuring

such qualities in personnel employed by the CONTRACTOR. The CONTRACTOR agrees that it will not allow any person to drive or aid in the driving of a school bus whose conduct might in any way expose any child to any impropriety of work or conduct whatsoever. The responsibility for firing and discharging personnel in respect to all of the foregoing shall rest entirely upon the CONTRACTOR.

- d. Employees of the CONTRACTOR are expected to be well groomed and appropriately dress for the work being performed.
- e. The DISTRICT will require that Labor Management Policies, acceptable to the DISTRICT, be adopted and implemented by the CONTRACTOR. A draft of the proposed CONTRACTOR policies (Schedule E) must be attached to the proposal for DISTRICT review and approval. All approved CONTRACTOR policies will be incorporated by reference into the Agreement. Failure of the CONTRACTOR to implement policies accepted by the DISTRICT may result in cancellation of the Agreement at the option of the DISTRICT. CONTRACTORS policies must address the following issues:
 - i. Nondiscrimination and equal employment opportunity.
 - ii. Requirements and qualifications for school bus drivers and assistants.
 - iii. Recruitment, screening, and background investigations of applicants for school bus driver and bus assistant employment.
 - iv. School bus driver and bus assistant training.
 - v. School bus driver and bus assistant performance evaluation.
 - vi. Qualifications of personnel authorized to perform school bus safety inspections.
 - vii. Daily driving time limitation and mandatory safety rest periods for extended school bus trips outside the District.
 - viii. Prohibited acts of employees, including but not limited to: any citation for DUI, reckless driving or other serious infractions of traffic law, or any evidence of alcohol abuse, possession or use of controlled substance, child abuse or other behaviors generally accepted as questionable for persons responsible for the welfare and safety of children or for the safe operating condition of school buses.
 - ix. Drug Policy.
- N. School Bus Operation Policy
 - a. The DISTRICT will require that School Bus Operation Policies, acceptable to the DISTRICT, be adopted and implemented by the CONTRACTOR. A draft of the proposed CONTRACTOR policies must be attached to the proposal for DISTRICT review and approval of Schedule E. All approved CONTRACTOR policies will be incorporated by reference into the Agreement. Failure of the CONTRACTOR to implement policies accepted by the DISTRICT may result in cancellation of the Agreement at the option of the DISTRICT. CONTRACTORS Policies must address the following issues:
 - i. In-service requirements for drivers of basic and special education routes and inservice requirements for bus assistants, if any, be specific with number of hours per year, course outline and content.
 - Guidelines for parents, guardians 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 the DISTRICT or CONTRACTOR student conduct policy.

- iii. 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.
- iv. Seating chart requirements and implementation process.
- v. School bus driver procedures for students with disabilities to include supervision of loading, unloading, and underway; student health emergencies in route; and student drop off when health or safety of a student may be placed at risk.
- vi. Stability of driver assignment on routes between home and school.
- vii. Student school bus emergency evacuation training.
- viii. 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, with CONTRACTOR personnel policies related thereto.
- ix. Reporting of school bus driver traffic citation and driving citation records, with CONTRACTOR personnel policies related thereto.
- x. Reporting of daily bus times, miles, and rider counts, in sufficient detail to identify the basis of CONTRACTOR charges to the DISTRICT.
- xi. 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.
- xii. Disaster preparedness planning, including bus driver training for flooded roadway, extreme weather, earthquake, school bus fire, or other hazard with students on board, and to include coordination with the DISTRICT for emergency transportation for the DISTRICT and other government agency or community needs.
- O. Safety Program
 - a. The CONTRACTOR'S school bus driver safety and training program shall be submitted to the DISTRICT with their Proposal. A certified driver supervisor shall ride with every driver at least once each semester for the purpose of evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules, and render a written evaluation of each performance on a CONTRACTOR provided form developed specifically for this purpose.
- P. Hold Harmless Requirement
 - a. In addition to the insurance requirements included as part of the specifications, the CONTRACTOR shall also defend, indemnify, and hold harmless the DISTRICT from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the CONTRACTOR, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith or related thereto.
- Q. Unscheduled Closing or Delayed Opening of Schools
 - a. The DISTRICT will retain exclusive determination of closure, delayed start, or early dismissal of school due to hazardous weather, or for any other reason determined by

the DISTRICT, but the CONTRACTOR will be charged with the responsibility to make timely recommendation to not operate, delay operation, or operate earlier than regularly scheduled buses at any time the CONTRACTOR judges it necessary to do so. The DISTRICT shall not be obligated to accept or pay for service herein agreed to be furnished by the CONTRACTOR on those days that, by director of the Superintendent or his or her Designated Representative, any DISTRICT school or schools are closed to insure the health or safety of the pupils or for any other lawful reason, and such closure reduces in part or whole the normal transportation service. The DISTRICT agrees to notify the CONTRACTOR as soon as possible on such days of school closures. The DISTRICT further agrees to notify the CONTRACTOR as soon as possible of canceled special bus trips. If the DISTRICT fails to give the CONTRACTOR adequate notification of school closure and/or canceled special trips, the DISTRICT shall pay the CONTRACTOR the driver(s) actual time or minimum call out time, whatever is less.

- R. Force Majeure
 - a. The DISTRICT
 - i. Agrees that the CONTRACTOR may be excused from performance under this Agreement during the time and to the extent that the CONTRACTOR is prevented from obtaining or performing service by Act of God, fire, flood, commandeering of equipment, material or transportation facilities by the government, or other occurrences or circumstances which are beyond the control of the CONTRACTOR, when sufficient evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that non-performance is not due to the fault of the CONTRACTOR.
 - ii. Reserves the right, but is not required, to assume operation of such buses that the CONTRACTOR is prevented from running with such school district employees or other persons as the DISTRICT may deem appropriate until the CONTRACTOR can resume operations. In this event, the CONTRACTOR agrees to keep all buses serviced and fueled for the DISTRICT'S use at all times, and the DISTRICT agrees to pay the CONTRACTOR the same payment rate for buses used as if the CONTRACTOR had operated the buses, less expenses and costs incurred by the DISTRICT in securing and using the services of said operating personnel, provided that if the DISTRICT does not operate buses the DISTRICT is not obligated to payment.
- S. Savings Clause
 - a. The CONTRACTOR and DISTRICT agree that in the event any provisions specified herein are held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.
- T. District Option to Purchase Contractor Owned School Buses
 - a. The CONTRACTOR grants to the DISTRICT an option to purchase any or all CONTRACTOR owned school buses used to provide services to the DISTRICT under this Agreement, terms and conditions as follows:
 - i. The DISTRICT may exercise the option to purchase CONTRACTOR owned buses by providing ninety (90) days notice to the CONTRACTOR of DISTRICT intent to purchase CONTRACTOR buses.
 - ii. The DISTRICT and the CONTRACTOR agree to determine purchase prices by a panel of three (3) qualified persons, one (1) person selected by the DISTRICT, one (1) person selected by the CONTRACTOR, and the two (2) panel members

selecting the third panel member, with the DISTRICT and CONTRACTOR sharing equally the costs, if any, of the third panel member. Purchase prices are to be determined by majority agreement of the panel members, with resulting values binding on the DISTRICT and the CONTRACTOR.

- U. Use of District Equipment and Buses
 - a. The DISTRICT agrees to lease to the CONTRACTOR, and the CONTRACTOR agrees to lease from the DISTRICT, DISTRICT-owned buses listed in Schedule A for total annual consideration of \$1.00, payable annually against CONTRCTOR charges for services, subject to the following conditions:
 - i. CONTRACTOR will provide insurance for fire, theft, collision or other loss to DISTRICT-owned buses:
 - ii. CONTRACTOR will maintain DISTRICT-owned buses on the same schedule and in the same manner as CONTRACTOR-owned buses, repair DISTRICT-owned buses which sustain damage related to use by CONTRACTOR, whether due to negligence or not, and repair or replace parts and components that fail due to normal wear and tear.
- V. Compensation for Services and Adjustments
 - a. The DISTRICT and the CONTRACTOR agree:
 - i. That the CONTRACTOR will submit to the DISTRICT, no later than the tenth of each month, invoice for services provided during the preceding month, in such form as required by the DISTRICT.
 - ii. That the CONTRACTOR will measure billing time for all scheduled route services from no earlier than ten minutes before departure time from the bus parking site to no later than five minutes after return to the bus parking site, and exclude time in between when the bus driver is not operating the bus or in standby approved by the DISTRICT, herein after referred to as Average Daily Hours or billable hours.
 - iii. Charges for basic service to and from school for regular riders shall be on a four (4) hour base rate and excess hourly rate. Time charges for this service shall be computed to the nearest 1/10th hour in increments of six (6) minutes.
 - iv. That the CONTRACTOR will bill for services using rates adopted by this Agreement, adjusted as follows:
 - a)It is recognized by the parties hereto that: (1) certain of the CONTRACTOR'S operational expenses such as the cost of materials, services, and labor may change materially, up or down, during the Contract period; (2) that such changes in cost cannot be determined in advance; (3) that without a realistic escalation provision in the Contract, the parties must of necessity agree on a rate high enough to compensate for possible, yet unknown, added costs to cover the entire term of the Contract; and (4) that if an escalation provision which is fair and just to both the CONTRACTOR and the DISTRICT is included in a Contract, cost projections and proposals can be more accurate and the corresponding rate the DISTRICT would pay will be lower than it otherwise would be.

b) It is therefore agreed by both parties that the compensation for the services described herein will be adjusted for the second, third, fourth, and fifth years up or down to coincide with the average annual change in the Consumer Price Index, United States City Average for the Seattle-Tacoma-Bremerton Urban Wage Earners and Clerical Workers (or if that CPI is not available, the CPI for All Urban Consumers shall be used), published by the U.S. Department of Labor, and such adjustment to be computed annually based upon the Consumer Price Index as reported the previous 12 month period ending December 31 on a percentage basis to apply on the Contract rates for the ensuing school fiscal year (effective September 1).

Following is a **<u>hypothetical</u>** sample calculation of the Consumer Price Index annual percentage change

December 2021	241.4
December 2020	<u>236.5</u>
Difference	4.9
Percent Change:	4.9/236.5 = 2.07%

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

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

SECTION III – Pupil Transportation Service

Current rates as of 5/23/2022

A. Basic, Shuttles, Midday Kindergarten, and Special Education Service Rate Schedule for Regular to and From School Pupil Transportation:

	Minimum Daily Hours of Operation and Rate for First 4 Hours of Operation		
Passenger Size of	Contractor Bus	District Leased Bus	Hourly Rate Over 4
Vehicle			Hours
19 – 20	\$277.38		\$41.27
41 – 47			
65 – 84	\$277.38		\$41.27
Lift Bus	\$316.29		\$41.27

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

Passenger Size of Vehicle	Dollars/First Hour (Minimum Call-out)	Dollars/Additional Hour(s)
41-47		
65-84	\$52.35	\$52.35
Lift Bus		

C. Non-school Day Excess Rate for all other transportation services

Passenger Size of Vehicle	Dollars/First Hour (Minimum Call-out)	Dollars/Additional Hour(s)
41-47		
65-84	\$52.35	\$52.35
Lift Bus		

SECTION III – Pupil Transportation Service

Established Routes as of5/23/22

REGULAR DAILY ROUTES

The number of daily miles, number of type of vehicles, number of routes specified and program requirements specified in the "SERVICE REQUIREMENTS" represent the DISTRICT'S current estimates of service requirements for the 2021 – 2022 school year. These figures represent estimates only, and that said number, mileage, routes and number of vehicles may change during the life of the contract. The successful bidder agrees to adjust its services if requested to do so by the DISTRICT. The successful bidder agrees to add routes, eliminate routes, or both from service, upon request by the DISTRICT.

Route Number	Bus Size	Average Daily Miles	Average Daily Hours
1			
2	71	33.00	3.8
3	71	59.00	4.7
4	71	23.00	3.3
5	71	26.00	3.8
6	71	64.00	4.8
8	71	42.00	3.7
9	71	44.00	5.3
10	71	42.00	3.8
12	71	49.00	4.5
16	71	49.00	3.5
16	71	34.00	3.5
17	71	32.00	3.2

SECTION III – Pupil Transportation Service

Established Mid-Day Routes as of 5/23/2022

MID-DAY ROUTES

The number of daily miles, number of type of vehicles, number of routes specified and program requirements specified in the "SERVICE REQUIREMENTS" represent the DISTRICT'S current estimates of service requirements for the 2021 – 2022 school year. These figures represent estimates only, and that said number, mileage, routes and number of vehicles may change during the life of the contract. The successful bidder agrees to adjust its services if requested to do so by the DISTRICT. The successful bidder agrees to add routes, eliminate routes, or both from service, upon request by the DISTRICT.

Route Number	Bus Size	Average Daily Miles	Average Daily Hours

Established Routes as of 5/23/2022

SPECIAL EDUCATION DAILY ROUTES

Route Number	Bus Size	Average Daily Miles	Average Daily Hours
7	16 w/lift	27.00	3.8
14	20 w/lift	40.00	3.6
15	van w/lift	60.00	3.5
18	van w/lift	25.00	4.4

SECTION III – Pupil Transportation Service

ANNUAL FIELD TRIP DATA

	Total Hours	Total Trips	Total Miles
2021-2022	1,050	270	19,918

CURRENT DRIVER SALARY SCHEDULE

Step	Current
7	\$21.54
6	\$17.43
5	\$17.32
4	\$17.21
3	\$17.09
2	\$16.98
1	\$16.87

CURRENT DRIVER BENEFITS

- All employees are guaranteed three (3) hours per day.
- Paid Sick Leave One (1) hour for every Forty (40) hours worked per Washington State Law.
- Paid Holidays Seven (7) paid holidays.

CURRENT MONITOR SALARY SCHEDULE

Step	Current
Same	\$14.49

SECTION IV

SCHEDULE A

PUPIL TRANSPORTATION – BUS EQUIPMENT FORM

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

No. of Vehicles	Current Odometer	Year of Chassis	Make of Chassis	Make of Body	Capacity Rating
	Reading as of 5/23/2022				0
1	236,274	1990	Ward	International	65

(Make additional copies of this page as necessary.)

Total Number of Vehicles: 1

SCHEDULE B

CONTRACTOR PROPOSED BUS FLEET

(To Be Completed By CONTRACTOR)

The following vehicles shall be used by the undersigned in fulfilling the service requirements in the Agreement, including standby and spare vehicles:

No. of Vehicles	Specify if Contractor or District	Year of Chassis	Make of Chassis	Make of Body	Capacity Rating
	Provided ⁽¹⁾				

(Make additional copies of this page as necessary.)

Total Number of Vehicles:

⁽¹⁾ DISTRICT provided vehicles are those vehicles that are currently owned by the DISTRICT per Schedule B that the CONTRACTOR proposes continuing to use according to the provisions of 21.C.

Authorized Signature & Title

Date

SCHEDULE C CONTRACTOR PROPOSED PRICES HOME TO SCHOOL (To Be Completed by CONTRACTOR)

For _____, 20__ to _____, 20__.

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

Passenger Size of Vehicle	Minimum Daily Hours of Operation and Rate for First 4 Hours of Operation		Hourly Rate over 4Hours
	Contractor Bus	District Leased Bus	
Van 19-20			
41-47			
65-84			
Lift Bus			

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

Passenger Size of Vehicle	Dollars/first Hour (Minimum Call-Out)	Dollars/Additional Hour
41-47		
65-84		
Lift Bus		

C. Non-school Day Excess Rate for all other transportation services

Passenger Size of Vehicle	Dollars/first Hour (Minimum Call-Out)	Dollars/Additional Hour
41-47		
65-84		
Lift Bus		

D. Vans for DISTRICT employee drivers

Passenger Size of Van	Dollars/Minimum Use	Dollars/Additional Miles

Authorized Signature & Title

SCHEDULE D

CONTRACTOR REQUIRED SUPPLEMENTAL INFORMATION (To be completed by CONTRACTOR)

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

A. Organization

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

	A)	Corporation?
		i) State incorporated:
		ii) Majority stockholder:
		iii) Chief Executive Officer:
		Name
		Address
		iv) Is CONTRACTOR a wholly-
		owned subsidiary?
		Name of Parent Company:
	B) C)	Partnership? Attach a full description of partnership, including partners names and addresses and limitations, if any, on any partners' interest or obligation to the partnership. Proprietorship?
	D)	Other? Attach full description of organization.
2)		RACTOR conduct business activities in addition to the business of g school children? If yes, attach a full description.

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

primarily responsible for overall supervision of the pupil transportation services provided by you or your company.

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

B. Financial Stability

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

C. <u>On-Site Management an Operational Personnel</u>

- 1) CONTRACTOR shall provide the name and resume for its proposed on-site manager
- 2) CONTRACTOR shall consent to DISTRICT interview with the proposed on-site manager if considered necessary by the DISTRICT; and
- 3) CONTRACTOR shall submit an organization chart and related job descriptions.
- D. Labor management Policies
 - 1) The CONTRACTOR must provide copies of policies which will be used in this contract governing the following:

- A) Nondiscrimination and equal employment opportunity.
- B) Requirements and qualifications for school bus drivers and assistants.
- C) Recruitment, screening and background investigations of applicants for school bus driver and bus assistant employment.
- D) School bus driver and bus assistant training.
- E) School bus driver and bus assistant performance evaluation.
- F) Qualifications of personnel authorized to perform school bus safety inspections.
- G) Daily driving time limitation and mandatory safety rest periods for extended school bus trips outside the District.
- H) Prohibited acts of employees, including but to limited to: any citation for DUI, reckless driving or other serious infractions of traffic law, or any evidence of alcohol abuse, possession or use of controlled substance, child abuse or other behaviors generally accepted as questionable for persons responsible for the welfare and safety of children or for the safe operating condition of school buses.
- I) Drug policy
- 2) The CONTRACTOR must provide a complete description of school bus operation policies as delineated in Items 14.A through 14.L of the Transportation Agreement.
- 3) The CONTRACTOR will provide complete disclosure of pre-employment hiring practices.
- E. <u>School Bus Operation Policies</u>

The CONTRACTOR must provide a complete description of school bus operation policies as delineated in Items 14.A through 14.L of the Transportation Agreement.

F. Bus Safety Inspections and Preventative Maintenance Programs

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

G. School Bus Safety and Training Programs

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

H. Pupil Transportation Service Fuel Cost Estimate

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

Diesel \$3.40 (Including State and Federal taxes)

If the purchase price of any fuel used exceeds the price identified as its cap, the DISTRICT shall, on a dollar-for-dollar basis, reimburse the CONTRACTOR the actual amount in excess of the cap. If the purchase price of any fuel used falls below the price identified as its cap, the CONTRACTOR shall reimburse the DISTRICT on a dollar-for-dollar basis the actual amount under the cap. This calculation will be purchased that month. Said fuel cap shall be under subject to any escalation applied to the basic daily rate either up or down as formulated by the Consumer Price Index, as described elsewhere herein.

I. <u>Supplemental Information</u>

- Number of labor disputes with employees in the State of Washington in the past three (3) years. (Identify the specific types of disputes.)
- 2) Number of contractual lawsuits and/or arbitration hearings in the State of Washington in the past three (3) years. (Identify with whom, the specific issues, and how the lawsuit was settled.)
- Give specific examples of how your company has responded to school shut downs and emergency closures. Submit documents currently in use in a district served by your company for handling such emergencies.
- 4) Number of school bus accidents reported to Department of Transportation in the State of Washington in the past three (3) years. (Identify whether vehicular and/or injury accidents.)
- 5) Explain how you would determine at what point additional buses might be required to handle increased student ridership or enrollment.
- J. Other Information

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

SCHEDULE E

(To be completed by CONTRACTOR) PUPIL TRANSPORTATION ADDENDUM – CONTRACTOR ACKNOWLEDGMENT

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

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

SCHEDULE F

(To be completed by CONTRACTOR) PERFORMANCE BOND COST

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

(Contractor Name)

(Authorized Signature)

(Title of Authorized Signor)