



SCHOOL BOARD ACTION REPORT

DATE: December 16, 2016
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Pegi McEvoy, Assistant Superintendent, Operations, pmcevoy@seattleschools.org
Kathy Katterhagen, Director of Logistics, kkatterhagen@seattleschools.org

1. TITLE

Approval of Contract RFP09614, 2017-2020 Bus Transportation Services.

For Introduction: February 1, 2017

For Action: February 15, 2017

2. PURPOSE

This Board Action Report recommends approval of contract RFP09614, Bus Transportation Services for 2017-2020. This contract provides for point-to-point yellow bus transportation services to and from school for general education and special needs students, athletics, field trips, and special programs. The period of performance for this contract is three years with two optional one-year renewal periods thereafter.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contract RFP09614, for School Bus Transportation Services for 2017-2020 with First Student, Inc. in the form of the contract agreement and attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

Seattle Public Schools provides to and from school transportation, per the School Board approved Transportation Service Standards. Ensuring that safe, reliable and efficient transportation to schools enables all students' access to instruction. The district has historically provided Metro ORCA cards and contracted school bus services to third party vendors. The cost of bus transportation in previous years was reimbursed at 100% by the State. The State uses a reimbursement formula that pays out the lesser of the previous year's actual or current year projected costs.

The current school bus contract expires in August 31, 2017. The recommended 2017– 2020 contract is the result of an advertised competitive solicitation, in which the District sought proposals for school bus transportation. To meet the requirements of providing school bus transportation operations, a contractor must be identified and allowed enough time to plan and secure buses, property, equipment, fueling stations, maintenance shops, and staffing to support this contract. School bus operations in Seattle face distinct challenges with the unique regional geographic location, with boundaries of surrounding waters, severely congested city traffic, high

volume of special needs students requiring individualized transportation, and various schools and programs characterized with longer routes crossing neighborhood boundaries.

The District's Request for Proposal (RFP) for School Bus Transportation Services for 2017-2020 solicited proposals with the intent to select multiple contractors in order to remedy some of the geographic and service challenges bus contractors experience in the Seattle. Because of these unique challenges, the RFP was open longer than usual in order to attract more proposals. However, only First Student, the largest and incumbent contractor, responded. The RFP set high priority on the contractor's ability to attract and retain qualified school bus drivers and focused on the District's requirement for on-time performance, student safety, customer service, and technology. A school bus driver is often the first and last school representative in contact with students and parents and the selected contractor would align with the District's core values and offer competitive compensation packages that attract and retain a fully staffed team of skilled drivers.

First Student has increased wages under their new Labor agreement. Beginning the next school year, September 2017, the entry-level wage for bus drivers is set at \$18 per hour with an annual increase thereafter. This rate represents a 16.7% increase from the 2016 starting rate of \$15 per hour. Drivers with seniority have also received wage increases per their labor agreement. Fifty one percent of the existing bus driver staff have 10 or more years of service and wages have increased from \$23.10 per hour in 2016 to \$24.40 in 2017, with annual increases thereafter.

The School Board has made it clear that retaining qualified drivers is paramount and bus drivers have stated that healthcare is an important retaining factor. First Student provides health care benefits to drivers who work 30 or more hours per week. The District requested pricing to gauge the cost of extending health care benefits to those drivers who work less than 30 but more than 20 hours per week. Unfortunately, the pass through cost for the District to broaden First Student's bus driver participation in healthcare coverage is cost prohibitive, especially when the District is facing a \$74 million dollar shortfall. Expanding bus driver health care coverage would increase this contract by \$1.7 million annually and not recommended.

Historically, the District does not use all of the buses available per the contract and prepares a budget each year based on the estimated number of buses required. The District is considering a two-tier system starting in the 2017-2018 school year, should external funding become available by May 1, 2017, that will require an estimated 32 additional buses. Therefore, the new contract will increase the number of buses from 366 to a maximum of 398 to be prepared for this contingency. The District only pays for the buses that are scheduled into service, not the full number of buses on the contract.

a. **Alternatives**

1. No action - Not recommended, as students need transportation to access general and specialized education.
2. Rebid – Not recommended, as another procurement cycle could not be completed with enough time for vendors to successfully respond and implement for the 2017-18 school year.

3. **Research** – Not applicable.

5. FISCAL IMPACT/REVENUE SOURCE

The current 2016-17 bus transportation contract provides for up to 366 buses, which support a three-tier transportation system, for a total cost of \$24,566,574. District funding to cover the 2016-17 contract costs is derived from the general fund; \$23,352,888, capital revenue; \$660,879, and Associated Student Body (ASB) revenue; \$552,807. The State funding formula reimburses the District’s prior year actual cost or current year projected cost, whichever is less. There is a one-year lag in reimbursements from the State.

Cost impact in 2017-18 to fund Three-Tier Transportation

The new contract rates with the same number of buses, 366, increases the contract to \$27,272,015 and includes capital and ASB funded transportation costs. This is an increase in 2017-18 for the General Fund by \$2,705,441 over the 2016-17 school year because of the state funding formula. The \$2,705,411 increase also exceeds the initial estimated increase in transportation costs included in the \$74m budget deficit by \$1,122,862.

	2016-17 Current	2017-18 (Three Tier - 366 Buses)	2017-18 (Two Tier - 398 Buses)
General Fund	\$23,352,888	\$26,058,329	\$28,423,474
Capital	\$660,879	\$660,879	\$660,879
ASB	\$552,807	\$552,807	\$552,807
	\$24,566,574	\$27,272,015	\$29,637,160

Option for Two Tier Transportation – additional cost of \$2,365,145

This contract allows for an increase in the number of buses by 32 to cover the possibility of the District exercising an option to go to a two-tier system. This option is dependent upon securing external funding to run a two-tier bus system. 2017-18 costs for a two-tier transportation system, 398 buses, would cost, in total, approximately \$29,637,160. The District is seeking external funding by May 1, 2017 to support the two tiers in the first year.

Medical Benefits

Our bus contractor provides medical benefits for employees who work 30 hours or more per week. A price estimate was requested from vendors to understand the cost impact if healthcare benefits participation were broadened to include drivers working less than 30 hours and more than 20 hours per week. That estimate is an additional \$1.7 million per year increase to the general fund in 2017-18, and therefore not recommended.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve - Community engagement was completed during the Bell Times analysis with respect to the impacts for transportation levels. Principals, schools and families have provided ongoing service evaluations used to target priorities in the contract.

Tier 3: Collaborate

7. EQUITY ANALYSIS

School bus transportation supports student equity and the district goal of closing the opportunity gap by providing transportation to school for students residing outside their attendance area walk zone. If such transportation were not available, disparities in equitable transportation may exist, negatively affecting students from lower income households without vehicles or the financial resources to support their student's transportation to and from school, programs, and athletics. School buses support transportation special needs students requiring curb-to-curb transportation as required by their Individualized Education Plan (IEP), and McKinney Vento (MKV) homeless students. School bus transportation affords many students from lower income families the opportunity to participate in Nutrition Services before school breakfast program.

8. STUDENT BENEFIT

The benefit of this contract is to provide safe and efficient transportation to and from school for students residing outside the walk zone of their attendance area schools.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

This motion is in alignment with Policy No. 0010, Instructional Philosophy, because student transportation is considered an integral element to ensure that all students receive an education that meets the goals enumerated in the District's Instructional Philosophy.

This motion is in alignment with Policy No. 6220, Procurement, because it uses sound business and financial practices that support the delivery of desired services and goods. Further, the policy is being followed by seeking Board approval where the value exceeds \$250,000.

This motion is in alignment with Policy Nos. 6600-6620, Transportation, as the proposed contract provides multiple services enumerated in transportation policies promulgated by the Board.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on December 15, 2016. The Committee reviewed the motion and moved the item forward for consideration by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will go into effect starting September 1, 2017.

13. ATTACHMENTS

- Contract for RFP09614, 2017-2020 Bus Transportation Services.

**SERVICES CONTRACT
STUDENT TRANSPORTATION SERVICES FOR 2017-2020 AND SUCCEEDING YEARS**

This Agreement, Contract No. RFP09614, is effective upon mutual execution by and between Seattle School District No. 1, a Washington municipal corporation ("District"), and First Student, Inc., an indirect, wholly-owned subsidiary of FirstGroup America, Inc. ("Contractor"). District and Contractor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

- a. Contractor shall provide professional and related services as described in Exhibit A hereto, on the schedule set forth therein ("Services"). This contract will be to provide up to 398 buses at a daily basic rate as set forth in Exhibit B, Fees. The District reserves the right to increase or decrease route assignments, and payments to the contractor shall be adjusted accordingly. Contractor is authorized to proceed upon execution of the Contract by both parties.
- b. The student transportation under this contract shall be provided in the period beginning August 1, 2017 and ending August 31, 2020. The District reserves the option to extend the contract for two (2) additional years as specified in RFP09614.

2. CONTRACT PRICE

- a. District agrees to pay Contractor, in year one, an amount not to exceed twenty-nine million, six hundred thirty seven thousand, one hundred sixty dollars (\$29,637,160) payable according to Contractor's schedule of fees and reimbursable expenses specified in Exhibit B hereto. This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for labor, materials, equipment, rental, meals, travel, lodging and Washington State sales tax, if applicable. Additional services must be authorized in writing by District prior to performance.

Compensation will be paid only to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATIONS

The District's representative for this contract is Kathy Katterhagen, Logistics Director. All correspondence, requests, notices and other communications to District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:
Kathy Katterhagen
Logistics Director
Seattle School District No. 1
MS 2466, P.O. Box 34165
Seattle, Washington 98124-1165

To the Contractor:
Bill Noftz
Area General Manager
First Student, Inc.
13525 Lake City Way
Seattle, WA 98125

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this Paragraph 3.

4. CONTRACTOR'S REPORTS

Contractor shall provide reports as requested by District in a format proposed by Contractor and approved by District.

5. **PERSONNEL**

Contractor shall assign the personnel listed in the contractor's submittal response to the Request for Proposal RFP09614, Section 3. Staff Qualifications and Performance, to the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. **ORDER OF PRECEDENCE**

In the event of a conflict between the provisions of one or more of the Contract Documents, the provisions will be interpreted so as to harmonize the conflicting provisions to the extent possible so as to give effect to each provision. If, notwithstanding the foregoing sentence, two or more provisions cannot be harmonized, the order of precedence among the conflicting provisions shall be the following:

1. Change Orders and Amendments to the Contract
2. This signed agreement between Owner and Contractor
3. Addenda (Later ones having precedence over earlier ones)
4. General Conditions
5. Scope of Work
6. Fees – Exhibit B
7. RFP09614
8. Advertisement for RFP09614
9. Signed and completed Form of Proposal, including attachments.

7. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Work
B	Fees
C	General Conditions of Personal Services Contract (Short Form)
D	Safety Assurance Plan (Due annually to the District before the start of school each year)
E	RFP09614 Addenda 1 through 3

The parties, if any, make modifications and revisions, in the attached Exhibit E.

CONTRACTOR:

SEATTLE SCHOOL DISTRICT NO. 1:

Signature

Signature

Typed Name (Above)

Typed Name (Above)

Title

Title

Date Signed

Date Signed

Company Name

Employer I.D. No. or Social Security No.

Exhibit A
Scope of Work

The primary purpose of this contract is the provision of transportation for students to and from school. Buses will also be utilized for field trips and other school related activities.

The buses will be operated to service the program requirements that the District determines to be in its best interest. There are two types of program definitions used to identify service requirements.

1. Regular To and From

- a. Students are primarily picked up and dropped off at corners. Drivers are provided either route maps or left/right driving directions and stop listings indicating directions of travel, time of pick up and/or drop off and a listing of assigned students for each stop. Drivers may also be provided electronic route directions for use with Tyler semi-rugged tablets.
- b. Type C buses are typically utilized in this program. Buses assigned two routes per day average approximately five hours of service and accrue an average of approximately 60 miles per day. Buses assigned three routes per day average approximately six hours of service and accrue an average of approximately 80 miles per day.
- c. The Contractor shall implement and enforce District administrative procedures applicable to this Program. The District will specify these procedures prior to the start of the school year and will modify as required throughout the contact period.
- d. The District may operate certain programs beyond the normal 178-day school year or may operate some or all programs less than 178 days. The Contractor shall provide such service as required.

2. Special Services

- a. Students are generally picked up and dropped off at specific addresses. Drivers are provided stop listings, which indicate student's name, pick up or drop off address and appropriate time.
- b. Special education and preschool students are generally accommodated in this service. The transportation of these students is unique and requires personnel sensitive to such students' needs. Not all drivers are suitable for this type of assignment; therefore, reassignment of drivers may be necessary to alleviate adverse situations that may occur.
- c. The Contractor shall implement and enforce District administrative procedures applicable to the Special Services programs. The District will specify these procedures prior to the start of the school year and will modify as required throughout the contract period.

Exhibit A
Scope of Work

- d. The District may operate certain programs beyond the normal 178-day school year or may operate some or all programs (including Regular To and From) less than 178 days. The Contractor shall provide such service as required.
- e. The Contractor shall use buses with NTSB and Washington State approved seat belts for Special Service programs. Drivers will require students to use seat belts.

A. Primary Obligation of Contractor

For the purpose of this contract and interpretation thereof, it must be recognized that the transportation of school children is a significantly specialized function. Students must be transported to and from school regularly, promptly, safely and without interruption or adverse incidents. The interests of students in such transportation shall take precedence over the interests of the Contractor or its drivers. It shall be the primary obligation of the Contractor to conduct its activities so that students will be assured of continuous and reliable service. For the protection of students, drivers and all other persons coming in contact with the students must be of stable personality and of sound moral character. Drivers and all other persons coming in contact with students must be able to communicate effectively orally and in writing. The District places upon the Contractor full responsibility for assuring such qualities in personnel. The Contractor shall not allow any person to drive 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 word or conduct whatsoever, nor shall the Contractor allow any person to drive a school bus who is not in a condition of mental and emotional stability.

B. Mandatory Requirements

Proposers (Prime Contractors) who have not successfully operated a student transportation program three of the past five years involving a minimum of 20 buses each year will not be considered.

C. Responsibility for Hiring and Discharging

The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest with the Contractor. The Contractor shall enter into no contract or arrangement with any employee, person, group or organization, which will in any way interfere with the Contractor's ability to comply with this requirement.

D. Time is of the Essence

Time is of the essence in the performance of the Contractor's obligations hereunder. Failure to meet the deadlines specified herein may be treated by the District as a material breach of contract. Where deadlines for performance of Contractor's obligations are specified with reference to the 2017-2020 year, the same deadlines will apply in each succeeding year unless otherwise noted.

E. Equipment and Facilities

- 1. Bus Specifications. The Contractor shall provide written lists of presently owned buses or a letter from a manufacturer at time proposal is submitted (and by May 15 in each succeeding year), assuring that buses will be available for District use at the bus facilities by August 1, 2017. The total number of buses by size will be as specified on

Exhibit A
Scope of Work

the proposal pages. Buses shall meet specifications for school buses as required by the Superintendent of Public Instruction for the State of Washington.

2. **Condition and Maintenance.** The Contractor shall at all times maintain all school buses and other equipment used to provide student transportation service in a safe and functional condition and in strict accordance with State and Federal specifications and District required standards for school buses. Such equipment shall be maintained in good mechanical and operating order at all times, so as to successfully pass required bus inspections. The buses shall be kept clean and free of body damage including minor dents and paint scrapes of a cosmetic nature, and all repairs are to be made within 15 days of occurrence. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance.
3. **Bus Inspections.** All buses shall be inspected at least twice during the school year by the Washington State Patrol in accordance with prescribed State regulations. The Contractor shall correct all discrepancies within two weeks and notify the District in writing of the same.
4. **Bus Categories.** Washington State School Bus and Specifications define four basic types of buses. Within these broad categories there exists a wide range of sizes and capacities. For the purpose of this contract, bus sizes and types will be divided into four classifications for use in this contract. They are:

STATE CLASSIFICATION

AVERAGE NUMBER OF BUSES

State Classification	Minimum #Buses
Type A – with 19 minimum integrated 3 point restraint (Head Start compliant seats)	20
Type A – with 2/per seat lap shoulder belt systems	135 (20 & 24 minimum passenger)
Type C (lift) – 2 wheelchair stations and 18 walk on seating 2/per seat lap systems/shoulder belts	40
Type C 71 passenger for every 50 type c Buses award 2 units must be equipped w/ 16 integrated booster type seats, placed in the first 4 rows.	155

Note: Minimum 15% of awarded fleet shall be fueled by Propane.

All buses used in performance of this contract shall be no older than the following:

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Scope of Work

<u>State Classification</u>	<u>Regular Service Maximum Age</u>	<u>Spare Service Maximum Age</u>
Type A	8 years	10 years
Type C	12 years	15 years

5. Spare Buses. A spare bus is defined as a vehicle available for replacement of a regular service bus for reasons of breakdown, maintenance, emergency, etc. The Contractor shall maintain a minimum of 10 percent spare bus inventory in each class size.
6. Standby Buses. Contractors shall provide and assign to the District one (1) field standby bus and driver if more than 35 units are awarded and one additional bus and driver for each 35 units awarded. These buses and drivers are to respond to emergency services (breakdowns, accidents, lost drivers) and are over and above the 10 percent in-house standby/spare bus needs. The District will determine the type of bus to be used for standbys, hours of service and standby locations. If service is required beyond the standard 4 hour day the District will pay for the excess time, however the first 4 hours is contractor responsibility.
7. Floater Bus. The District may chose to assign additional emergency service buses and drivers beyond the Standby requirement. If the District chooses to utilize floater buses these units will be assigned a control number and work hours and will be 100% paid for by the District. However if the contractor uses the floater to cover another control numbers work due to a non-emergency need such as a shortage of drivers, in those instances the District will be credited the base rate for each occurrence.
8. Bus Storage Facilities. Contractor will be required to provide bus storage facilities as follows: The Contractor shall identify, in writing, the location of site (or sites) for bus yards at time of proposal submission. The Contractor shall furnish by June 30, 2017 a copy of the actual site lease or proof of site purchase. The storage facility(ies) shall be located no further than 5 miles outside the confines of the District.
9. District Inspections. At any time during the contract period, the District reserves the right to inspect any and all buses, the facilities for maintaining the buses and the operational procedures utilized by the Contractor.
10. License Requirements. The Contractor shall use county exempt license plates, and the proposal will be based on their cost, on all vehicles transporting students. In the event that vehicles are to be utilized in other types of service, the Contractor at its own cost will purchase the necessary licenses and permits in compliance with State, county and city laws and the county exempt plates shall be removed from the bus and forwarded to the District's Transportation Office for retention. Upon termination of the contract, all tax-exempt license plates shall be returned to the District's Transportation Office.
11. Service Modifications. The District retains the option of modifying the scope of work in this contract to meet its requirements. Such modifications may result in increased or decreased equipment demands.

12. Fuel. Federal tax-exempt fuel shall be used for all District Transportation functions. The District will purchase said tax-exempt fuel for delivery to the Contractor's storage and dispensing facility or the District may choose to contract with a mobile fueling provider to directly fuel busses. Should the District choose to have fuel stored at the Contractor's storage and dispensing facility, the Contractor must have storage tanks of such capacity that all busses can be fully fueled in a single day. Propane fuel tank capacity shall be approved by the District based on distribution of the propane-powered bus fleet by June 30, 2017. Said fuel will remain the property of the District, but the Contractor shall become solely responsible for its ordering, custody, safekeeping, and dispensing and also assume the risk of loss from any eventuality. The District, in conjunction with the Contractor, will inventory the fuel invoice against fuel storage tanks monthly and upon completion of the inventory, will prepare a monthly report delineating fuel utilized for District functions and remaining fuel available for District use. The District may waive the requirement for on-site fuel, provided the Contractor shall be responsible for any difference in price. At no time will the Contractor utilize District fuel for non-District uses. At the conclusion of the contract, an ending inventory of fuel in the Contractor's tanks will be taken and a determination made as to the amount of District fuel remaining. Based on this inventory, the Contractor shall reimburse the District for the cost of this fuel and any taxes, if applicable. On the proposal, the proposer shall compute Basic Daily Rates and Hourly Charges predicated on the District purchasing fuel for this contract. The proposer shall, at the District option, at any point in time, upon demand, permit the District to inspect all books and records regarding the invoiced fuel purchases and disbursement.
13. Bus Radios. The Contractor shall provide two-way narrow band frequency radios for all buses. The District shall monitor radio procedures and retain supervisory control of radio procedures. Contractor communications dispatchers will be located in the District's Operations Control Center. For this purpose, the Contractor shall provide one additional dispatcher if their awarded fleet exceeds 150 total buses. Contractors with fewer than 50 buses may enter into agreement with other Contractors to handle their in-house dispatch requirement. The District shall provide adequate space and technology support, including District email, telephone, computer and printer access, and two-way radio communications access to perform this duty.
14. GPS. The District requires all buses to be equipped with a GPS tracking system with the capability to compare actual ran route to planned.
15. The District has high interest in buses being be equipped with a dashboard mounted GPS routing tablet that is compatible with the District's Versatrans routing software. (See the Tyler Technologies "Tyler Drive" system, or a District approved similar compatible device). The District would like the initial cost of purchase and installation identified on Attachment 3, Pricing.
16. Route Signs. Route numbers are furnished by the District shall be prominently displayed on the exterior of all buses as specified by the District. Route number signs, safety rules and all other appropriate safety signs will be provided by the Contractor for installation on all buses.

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17. On Board Video. The Contractor shall provide District approved digital video recording systems in 100% of their allocated fleet including buses used as spares. The system must be a digital format minimum three camera system with a minimum 250 GB removable media cartridge hard drive. The Contractor will ensure the video system is calibrated and maintained to be in proper working order at all times. The contractor will provide the District the video hardrive within 24 hours of a request. The Contractor will maintain a surplus of video hardrives to install when ever the District makes a request to view an existing video hardrive.
18. Stop Paddle Violation Systems. The District reserves the right to request the contractor to allow the installation and operation of automate school bus safety cameras on school buses for the detection of violations of RCW 46.61.370(1) There shall be no direct cost to the contractor, other than providing access both for installation and maintenance of the by the stop paddle violation camera vendor.

F. Personnel and Driver Requirements.

1. Facilities Manager. The Contractor shall at all times have assigned to its facilities a designated manager who shall have the authority to act on behalf of the Contractor. An organizational chart, identifying the duties and responsibilities of sufficient numbers of personnel employed to effectively implement and operate the Transportation program shall be submitted at the time of the proposal.
2. Implementation. The Contractor shall have drivers and all other personnel hired and trained to implement transportation by August 1, 2017.
3. Minimum Operational Personnel Requirements. Operational personnel are defined as those individuals directly involved in the control, supervision, and investigation of daily bus operations and procedures. The extent and regional coverage of the District's transportation needs requires certain personnel availability to assure the safety and success of these functions. A minimum of the following personnel shall be maintained for the indicated number of vehicles in daily operation. Job descriptions of each position must be included with the proposal.

# Vehicles In Operation/ Position	Less Than 50	50 to 100	1 & 2 Lot Options 101 to 150		1 & 2 Lot Options 151 to 200		Minimum 2 Lots 201 to 300	Minimum 2 Lots 301+
			Lot 1	Lot 2	Lot 1	Lot 2		
Operations Supervisors	1	1	1	2	1	2	2	2
Primary Dispatcher	1	1	1	2	1	2	2	4
Secondary Dispatcher	1	1	1	2	2	2	2	2
Field Supervisors	1	2	2	3	3	3	3	3

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Dispatch Clerks	0	1	2	2	2	2	2	2
Communications Dispatch	0	1	1	1	1	1	1	1

NOTE: These staffing standards are based on the total number of route buses awarded to Contractor. The number of staff required for any subcontractor depends on the type of operation they establish. If a subcontractor operates a separate yard and dispatch, then the minimum staffing will be applied.

- a. For each 50-vehicle increment above 300 in daily operation one additional Field/Safety Supervisor shall be provided.
- b. Each field/safety supervisor will use a radio and cell phone equipped type A school bus or minivan. These individuals will be assigned specific service areas in which to be deployed during the peak time operations. Their primary responsibility will be to respond to vehicles that are broken down, involved in an accident, or to assist a driver with student management problems.

4. Driver Certification.

- a. The Contractor shall allow only trained and competent drivers who satisfy all the requirements for "School Bus Driver Certification" as required by the Superintendent of Public Instruction for the State of Washington, or by any other agency or provision of law, to operate its buses.
- b. Lift Bus Certification: If a firm is awarded any lift bus routes, all drivers and cover/standby drivers assigned to drive a lift bus must complete an annual lift bus certification-training program. The intent of the training is to ensure each driver is trained and knowledgeable in the types of wheelchairs used by District students. The company must submit its training program to the District for approval by July 1st of each school year. The District will assist with procuring appropriate chairs for the training session.
- c. 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 name on the bus roster to advise the driver that a special alert exists for this student. Many of these students will be on special needs vehicles, however some will be on regular school bus runs and field trips.

All drivers need to be trained to review their route tablets, notebooks and rosters, and review the medical information. In addition there will be requirements for individual drivers to attend special briefings on an individual student needs. Additionally some drivers will be required to receive training in the use of Epinephrine Auto-Injectors. The training and certification of completion of the training will be provided by the District.

5. Driver Background. Pursuant to RCW 28A.400.330, as a contractor for a school district, Contractor shall prohibit any employee of Contractor who has pled guilty to or

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been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 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 similar laws of another jurisdiction from working in any situation where the employee will have unsupervised access to children. Failure to comply with this section shall be grounds for District to immediately terminate this Agreement.

Contractor agrees that all of Contractor's staff assigned to work at a District school or with District students under this Agreement shall obtain a criminal background check per RCW 28A.400.303 and RCW 43.43.830 prior to such staff providing services pursuant to this Agreement. Contractor further agrees that all staff assigned to the District will be fingerprinted prior to any work for the District. Contractor is responsible for any fingerprint processing fees. The District shall be provided with fingerprint results for all staff assigned to perform work for the District. If a positive criminal history is reported, the District shall make a final determination as to whether that particular staff member may be assigned to work under this Agreement.

All applications for employment must include the following statement to be read and signed by each applicant interviewed to work on this contract.

"Have you ever been arrested and/or charged with a crime at any time?" If yes, as to each arrest, supply the following information: Were you charged with a crime? If charged, are the charges still pending? If so, indicate the nature of the charge, date charged, court of jurisdiction, case number, and trial date (if scheduled). If the charges are not still pending, indicate the nature of the charge, the date charged, the court of jurisdiction, and the case number, and specify how the charges were resolved. (Indicate whether by dismissal, acquittal, conviction, guilty plea, agreement with court or prosecutor, or some other manner of disposition.)"

6. Drug and Alcohol Testing. The Contractor will conduct drug and alcohol testing per State and Federal Regulations.
7. I.D. Badges. All drivers will be required to wear identification badges, which include their picture and name. I.D. badges will be the responsibility of the Contractor.
8. Driver Responsibilities. The driver will be responsible for the supervision of students while on the bus. Drivers must ensure that students adhere to District rules and regulations of conduct, and shall report cases of student misbehavior to the receiving school Principal or Program Manager. The Principal or Logistics Director have the final authority in determining the suspension of a student's riding entitlement. Drivers may not eject a student from a school bus. Should unmanageable student behavior occur en route, the driver shall pull off the road and try to control the situation. If necessary, the driver shall call the District Operations Control Center for assistance and authorization to proceed to the nearest school for assistance by the building administrator.

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All drivers and operational staff are to be trained to follow and administer the policies and procedures outlined in the District's "Student Management on Buses" program.

9. Driver Experience. In the interest of student safety and management efficiency, the Contractor shall be required to meet the following driver experience requirements: At least 50 percent of the full-time bus drivers hired by the Contractor for work under this contract will have a minimum of six months experience as school bus drivers. A driver is "full-time" under this contract if he/she performs 20 hours per week of work under the contract.

The Contractor shall report in writing to the District on October 1st and February 1st of each school year on its compliance with this experience requirement.

The District may, in writing, waive or partially waive these experience requirements when the District, in its sole discretion, determines that there is some intervening reason why the requirements cannot reasonably and feasibly be met.

10. Driver Compensation and Benefits. Driver compensation and benefits shall be adequate to attract and retain sufficient numbers of qualified and suitable drivers to avoid service interruptions. Driver wages and benefits shall commensurate with the City of Seattle labor management laws. The District places high value on drivers being fairly compensated and receiving benefits which provide for healthy living.
11. Regular Driver. Experience has proven that a regular driver minimizes operational and student management problems. The Contractor shall provide a regularly assigned driver to each route. Drivers may be transferred between routes whenever the best interests of the District, driver, or students may be served. The District may request that appropriate action be taken regarding driver assignments in the event of legitimate concerns for driver performance or characteristics; however, determination of appropriate action rests with the Contractor who shall be obligated to deal responsibly and responsively to such District requests. Whenever a change of driver occurs on a route, for whatever reason, the new driver will conduct a dry run of that route prior to commencement at no cost to the District.
12. Route Direction. The Contractor agrees not to deviate from the schedule and routes prepared by the District Transportation Office. Any deviation will be at the sole expense and liability of Contractor. The Contractor shall ensure that each driver will have an updated route map and/or left/right directions and a current student listing prior to making any run.
13. Driver Uniform. Drivers are viewed by the public as an extension of the District. Drivers shall maintain a professional appearance and the Contractor shall adopt a standard uniform jacket and name tags required to be worn by drivers while on duty, beginning no later than 15 days after employed.
14. Monthly Personnel Reports. The Contractor shall submit monthly a personnel status report indicating the following:
 - a. Daily driver assignment report – This is an on-line report and the Contractor must submit information daily per District procedures.

b. Personnel Attrition Report - The first report will be submitted on the first working day of August each year. This will be considered the base report for the coming school year. Included in this August report will be a recruitment and training plan showing how the Contractor will meet the driver requirements for dry run day.

Sample Format

PERSONEL ATTRITION REPORT	Month	Cumulative
Total Drivers at Beginning of Month		
Drivers Terminated		
Percent Attrition		
Drivers Entering Training		
Drivers Completing Training		
Percent Attrition from Training		

15. Driver Evaluation. Driver trainers shall ride with every driver at least once each semester to observe and evaluate driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations and adherence to specified route schedules and methods of student management. In addition, the District may at any time, have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of this contract. The Contractor shall provide the District with a monthly summary of driver evaluations conducted during the previous month with attached copies of evaluation reports.
16. Substitutes. Persons who may be employed as substitute drivers shall fully comply with all requirements pertaining to regular drivers. They must have a minimum of three months school bus driving experience and shall pass the geographic test provided by the District. Substitute drivers include “cover,” “on-call,” “standby” and those drivers not assigned regular routes but who drive as backup when needed.
17. Assignment of Substitute Drivers. Whenever a regular driver is off on a planned absence or for sick leave of more than two days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
18. Newly Trained Drivers. Contractor will provide the District 24 hours advance notice of the first time assignment of a new driver to District work. The notice will include the control number and copy of a Dry Run Report for the assigned control number. All new hires will be assigned an open control number for a minimum period of three months. This will allow a driver the opportunity to become familiar with District student transportation and reduce the potential for the types of problems occurring that typically occur with new drivers.

All drivers must attend a 3-hour District orientation training session. Drivers must attend this session within their first 30 work days of employment. The District will offer a minimum of one class per calendar month. If needed, additional classes will be scheduled. The Contractor will submit a claim voucher for reimbursement upon completion of the course. Compensation will be at the driver's hourly wage rate.

19. Customer Service Training. The Contractor agrees that drivers may be required to participate in a Customer Service course of instruction. The District will furnish instructors and facilities. The District will specify the dates and designate the drivers required to participate. The Contractor will submit a claim voucher for reimbursement upon completion of the course. Compensation will be at the drivers' hourly wage rate.
20. Safety Assurance Plan. The Contractor shall develop and maintain a Safety Assurance Plan. The Safety Assurance Plan and Action Plans will be updated annually and submitted to the District for approval before the start of school each year. An outline of areas to be covered in the Safety Assurance Plan is provided in Attachment 2.
21. Safety Training. As part of the Safety Assurance Plan, the Contractor shall provide driver safety training. The training shall consist of a minimum of one two-hour session per semester with a maximum number of 35 drivers participating in each orientation. Drivers failing to attend are not eligible to drive District routes. A roster of participants will be submitted to the District within five working days after each session.
22. Labor Provisions. The District believes that experienced school bus drivers are critical to the safe and timely transport of students and therefore places a high priority on the retention of an experienced driver force that has a commitment to safe and efficient provision of services under this contract. As high levels of driver turnover have become a major problem in the school bus industry, and as this creates an impediment to the adequate training and professionalism of drivers, the District wishes to ensure that all reasonable steps be taken to ensure the retention of the current driver workforce and the ongoing maintenance of a workforce of experienced, well trained drivers committed to safety and high quality service. The District also wishes to avoid the unnecessary disruption of services and the unnecessary lowering of driver morale.
 - a. Retention of Employees under Prior Contract
 1. The Contractor agrees to offer employment to all school bus drivers who had been employed to provide these services to the District under the prior contract, and, as of the end of the 2016-2017 school year had been so employed for a period of not less than 90 days, unless the Contractor has reasonable cause to refuse to make such an offer to one or more particular employees. The hiring procedures and requirements imposed by the Contractor shall not be substantively more stringent than those employed by the Contractor under the District contract for 2016-2017 or, if the Contractor did not have a contract with the District for the 2016-2017 school year, the hiring procedures and requirements shall not be substantively more stringent than those generally applied by the Contractor in similar operations for other school districts. Any such offers to school bus drivers who had been employed to provide services under a contract for the 2016-2017 school year shall be for an hourly rate not less than the hourly rate paid to the particular employee involved under the prior contract and shall be held open by the Contractor for a period of not less than 30 days. All such employees shall be retained for a period of at least 90 days after the start of the 2017-2018 school year, absent reasonable cause for termination.

2. Should the Contractor determine that it requires the services of fewer drivers than those who had been so employed under the prior contract, the Contractor shall offer employment to the drivers on the basis of the driver's seniority (i.e., length of continuous service as a driver providing services to the District). In such circumstance, should the Contractor hire additional drivers prior to the 90th day of the 2017-2018 school year, it shall give preference (in seniority order) to such drivers who were not previously retained. Any such drivers hired at such later time shall be retained for a period of at least 90 days after their hire, absent reasonable cause for termination.

3. Failure of Contractor to comply with paragraphs (1) or (2) above, shall entitle the District to void this contract, at its discretion. Nothing in these Bus Labor Provisions is intended to create in any third parties, any independent causes of action against the Contractor or the District.

b. Driver turnover rates

The District places a high priority in the retention of an experienced driving force. The District understands that school bus driving is considered part-time employment and therefore retaining qualified drivers requires constant innovations. Each firm shall submit as part of its proposal the steps that it shall take to ensure that it is able to minimize driver turnover, hire and retain qualified drivers, retain the experienced work force currently driving our students, including senior drivers, and offer adequate and ongoing training to the workforce. Such proposal may include an incentive plan for drivers with monetary and/or non-monetary incentives. Adherence to such plan shall be a requirement of this contract. The District favors Contractors having non-compete agreements with newly hired drivers that received training and CDL license at the expense of the Contractor if allowable under their CBA.

c. Labor peace

In order to ensure that any union organizational efforts among employees performing services under this contract do not unduly disrupt services to the district or contribute to the lowering of employee morale or the loss of experienced drivers:

1. Each proposer shall (i) reach an enforceable agreement with any and all labor organizations which informs the proposer or the District that it seeks to represent employees performing services under this contract as their representative(s) under the National Labor Relations Act, with such agreement(s) providing for the lawful and peaceful resolution of disputes associated with any such organizing efforts in a manner that will minimize any disruptions or undermining of the District's interests, including that such labor organization(s) will engage in no picketing, work stoppages, or other activities disruptive of services to the District, and that the proposer shall not take any actions contrary to the National Labor Relations Act, including a requirement that the proposer shall provide only truthful information to its employees, and each bidder shall include a copy of any such agreement(s) in its proposal package, or (ii) shall represent as part of its proposal to the District that it has in good faith sought such agreement(s) with each such labor organization or

has been unable to obtain such agreement(s) despite best efforts. Contractor's compliance with the provisions of this paragraph 3(a) shall be a condition precedent to receipt of this contract, assuming the willingness of the relevant labor organization(s). No Contractor shall be required to agree to any unlawful terms, nor to reach agreement regarding employees not related to the performance of services under this contract. In determining whether the proposer has met the requirement to seek such an agreement in good faith, the following requirements shall be met and shall be sufficient: (1) proposals must be exchanged or requested; and (2) a face to face meeting to discuss the proposals must be held or requested; and (3) if an agreement cannot be reached, the bidder must provide a rational explanation for why agreement was not reached. In and of itself, a failure to negotiate a contract with a labor organization pursuant to this paragraph 3(a) will not disqualify a proposer.

2. The Contractor agrees that, during the term of this contract, it shall continue to be willing to agree to, and execute, such lawful labor peace/labor harmony agreements with any labor organization that may lawfully seek representation of employees performing services under this contract and that has informed the District or the firm that it seeks to represent such employees. If the Contractor is contacted by any such labor organization and is unable to reach an agreement, upon request by the District, the Contractor must: (1) represent that proposals were exchanged or requested; and (2) represent that a face to face meeting to discuss the proposals was held or requested; and (3) present a rational explanation for why agreement was not reached.

3. Failure of Contractor to comply with paragraph 1. or 2. above shall entitle the District to void this contract, at its discretion, or to seek actual damages to the District for each violation, up to \$10,000 for each violation, provided however, that no contractor shall be required to agree to any unlawful terms, nor to reach agreement regarding employees not related to the performance of services under this contract.

23. Compliance with Labor Laws. Contractor agrees to comply with all applicable labor laws and regulations as they pertain to organizational activities and the like. Drivers must know that they have an unencumbered right to discuss organizational activities without fear of employer retaliation. In particular, each Contractor is responsible to comply with its obligations under the National Labor Relations Act with respect to drivers' discussion concerning their rights to organize.

G. Operations.

1. Stop Times and Locations. The District will have sole authority to direct the routes, times and locations of pickup and delivery. The District shall furnish the Contractor with a list of the school days by program for which the transportation service is to be furnished with the understanding that the number and days shall vary depending on the program. A school calendar will be provided to the Contractor. In the event of changes in the school calendar the District will provide an amended calendar as soon as practicable.

2. Bus Inspection at Completion of a Route. All buses will be equipped with the Zonar Electronic Vehicle Inspection Report (EVIR) system or equivalent approved by District

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and shall include pre-trip, post-trip and child-check inspections. This system shall include an integrated GPS-GSM real-time reporting capability. This system shall be an eleven-zone tag configuration subject to approval of the District. Drivers are to complete a physical walk-through of the bus after each route is completed; verification of this inspection will be via the Zonar or equivalent system. This inspection is to determine if any students are still on board and to identify any leftover belongings. If the driver leaves a student on the bus unattended, the Contractor will transfer or otherwise remove the driver from the District's school bus service.

The District reserves the right to request the contractor at a future date to provide the District with integrated software capability such as VersaTrans "Online" or equivalent to leverage GPS capability. This system software will be used to provide contractor with real time billing capability, monitoring of late buses and providing District with real time solutions for on-time delivery of students. The contractor will be responsible for purchase and maintenance of the system, and will provide the District with all necessary passwords and access to all data generated by the system.

3. Delivery. No student will be delivered to school earlier than one-half hour or no later than ten minutes prior to the beginning of class sessions. The District prior to the opening day of school will submit school start/dismissal times to the Contractor. In the event of changes in start/dismissal times the District will provide amended schedules as soon as practicable.
4. Special Program Notification. The District will inform parents of various programs, e.g., Special Education, Head Start, etc., that the District will report to the Contractor any student who is not to be picked up or who is to be resumed.
5. Load Adjustments. The District will monitor all routes and loads assigned to each bus and the Contractor shall adjust routes and loads as directed by the District's Transportation Office.
6. Additional Activity Services. The Contractor shall provide additional bus service for extended day activities, noon runs, varied school start/dismissal times, and other activities as required by the District's Transportation Office.
7. Other Authorized Riders. The Contractor shall permit adults or other approved visitors to ride the buses only when authorized by the District Transportation Manager. Family members of drivers, including children (unless child is assigned to that route) are not permitted on the school buses during the time the bus is operating under this contract, this includes deadheading time. Exceptions may be requested in advance for special events, such as bring your child to work day, or other emergencies, all must be approved in advance by the Transportation Manager. Any instances will be subject to fines under liquated damages section.
8. Intervention Associates. The District may assign Intervention Associates to routes. The role of the Intervention Associate will be to work with the bus driver, students and school officials to ensure a safe and orderly bus ride.
9. Incident Reports. The Contractor will provide the District's Transportation Office with written incident reports of disciplinary and health problems that may arise during scheduled

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District service. The Contractor shall notify the District immediately of any vehicle accident where students are involved, or of any situation that constitutes a safety hazard to students. The Contractor will bear full responsibility for any issues resulting from students being dropped off at an unassigned stop.

10. Accident Reports. The Contractor will immediately notify the District of any accident. The Contractor shall forward within 24 hours of each accident wherein an injury is sustained a written report describing all details of such accident. All other accident reports will be submitted by the tenth of each month for the preceding month. Prior to the start of school, the Contractor shall provide the District's Transportation Office with a copy of its Standard Operating Procedures for responding to accidents.

11. Emergency Exit Drills. Emergency exit drills shall be held each school semester except Head Start routes will have two drills in the first semester. If unexpected problems develop, a make-up drill shall be scheduled as soon as possible. Emergency drill reports shall be submitted as directed by the District's Transportation Office.

12. Field Trips. There will be requirements for field trip busing. Field trips will be assigned as requested by the District's Transportation Office.

13. Ice and Snow. The Contractor shall operate during ice and snow conditions unless the District cancels routes. Chains will be carried on all buses at all times and drivers shall be trained and qualified to install tire chains. The Contractor shall implement alternate routes as necessary that have been approved by the District.

14. Notification of Delays. The Contractor shall immediately notify the District's Operations Center of all service delays at sign out and all bus breakdowns. This will allow the District's Operations Control Center to inform parents of delays.

15. Dry Run. A rehearsal day (Dry Run Day) will be conducted approximately one week prior to opening day of school (the exact date to be announced by the District). All routes will be operated as though it were the first day of school. Orientations will be conducted during the same day for all drivers at sites and times designated by the District. It is critical that all drivers have the opportunity to meet with the school staff prior to the opening of school. The Contractor will submit a claim voucher for reimbursement upon conclusion of the rehearsal run and orientation of the drivers. Rehearsal runs will be compensated at BDR (Basic Daily Rate) and drivers' orientation at the drivers' hourly wage rate.

16. State Funding Count Requirements. The Contractor shall provide the District with accurate and timely student counts for the purpose of State Transportation Cost Reimbursement. These four days official count periods will be conducted in October, January, and April of each year unless a more frequent schedule is required by state or federal regulations. The Contractor shall work with their GPS service provider to provide these counts electronically beginning October of 2017. Liquidated damages shall apply for each case of missing ridership data not received within 5 days of designated count period.

H. Billing Procedures

1. Claim Voucher/ Daily Bus Report. The Contractor shall submit a base billing to the District's Transportation Office no sooner than the 15th of each month for that month

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of operation. Contractor shall submit an excess billing to the District's Transportation Office on or before the tenth day of each month for the previous month's service. Contractor shall maintain daily Bus Report Forms for each individual route. The billing(s) shall give a breakdown of the program identifying the amount of time when hourly rates are utilized, the applicable rate, and the total amount claimed for each program group. Programs will be designated by the District prior to the start of the school year. The Contractor shall complete a Daily Bus Report (DBR), as designated by the District, or input data into software provided by the District. The DBR's will be assembled by date and in route sequence and made available to the District no later than five days after the transportation is provided.

2. Basic Daily Rate. "To and From" Basic Daily Rate (BDR) (four hours) is defined as two trips out of the lot and return per day. Invoicing shall be based on driver DBR sign on/off time to include a 15 minute pre-trip driver safety/preventative maintenance check of bus.
3. Use of Basic Daily Rate. The District reserves the right to fully utilize the four hours Basic Daily Rate. Further, the District reserves the right to assign additional time beyond the basic four hour rate for work required to provide other services, including for areas such as Head Start preschool program and before and after school activity services. If the Contractor routes a bus from an alternate facility not designated to serve the route, the Contractor will credit the District for excess deadhead time.
4. 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.
5. Rounding Time. All time accrued in excess of the Basic Daily Rate will be prorated to the closest five minute increment as reported on the driver's DBR. If over three minutes, time shall be rounded to the next higher five-minute interval. If three minutes or under, the time shall be rounded down to the next lower five minute interval. Time which is accrued in excess of the Basic Daily Rate of four hours shall be charged at the hourly rate schedule under Excess Hourly Rate.
6. Late Operation/Work Actions. In the event a bus is late in performing a run due to contractor error, an adjustment to the charge will be made. A run operated greater than 10 minutes late, up to thirty minutes will be credited on a per minute bases at the excess hourly rate. Should a trip be missed entirely, a deduction equivalent to the estimated cost of the trip shall be subtracted from the monthly billing. The Contractor shall immediately notify the District's Transportation Office in the event of a delay. If students are missed as a result of driver fault or negligence, or because of a delay in operating service, the Contractor shall, at its expense, pick up and deliver missed students or reimburse the District for any expenses incurred by the District in providing alternative service for missed students. If there is a failure or refusal on the part of the Contractor to furnish the services specified in the proposal, after requested in writing, the District may charter that service in the open market at the Contractor's expense or take any other action provided for in this Contract.
7. Liquidated Damages. Prompt and safe transportation of students to schools and to their homes is essential for students to benefit fully from their school experience,

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while minimizing the burden to the student, their families and school staff. From the nature of the services to be rendered it would be impractical and extremely difficult to fix the actual damage under the Contract caused by defects in service. Within 45 days of the event there shall be assessed as liquidated damages, but not as a penalty, the amount(s) set out below. Radio log/recordings/GPS system provider data will be used as verification.

- a. \$200.00 shall be assessed for each incident of the following: (If an entire assignment is missed (blown route), including an assignment for a field trip, the liquidated damage assessment shall be \$800.00)
 - i. Morning route, 15 or more – minute delay.
 - ii. Noon route, 15 or more – minute delay.
 - iii. Afternoon route, 15 or more – minute delay.
- b. \$100.00 shall be assessed for each incident of the following:
 - i. Not having a “Regular Driver.”
 - ii. Driver misses stop or fails to pick up or drop off student(s).
 - iii. Driver fails to follow District approved route.
 - iv. Failure of a driver to keep up-to-date route description.
 - v. Failure to clean a dirty bus (interior and exterior) within twenty-four hours of notice.
 - vi. Failure to display route numbers.
 - vii. Unauthorized riders.
 - viii. No contact via radio.
- c. \$250.00 shall be assessed for each incident that a field supervisor is absent from his/her assignment.
- d. \$250.00 shall be assessed for each assignment on Dry Run Day that is not driven by the driver who is permanently assigned to that route.
- e. \$300.00 shall be assessed for each incident or for delays in service as a result of a private charter trip.
- f. \$250.00 shall be assessed for each case of missing ridership data not received by District within 5 days of designated count period.
- g. \$250.00 shall be assessed for each case of a route being covered with a bus that does not have active GPS, Radio, or Video.

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.

The above damages are cumulative if a single incident includes more than one category.

8. Late Operation. If the District becomes aware that a late or missed trip occurred, but was not reported by the Contractor to the District, the Contractor may be charged \$250.00 for each trip which is not reported to the District. A late trip is defined as a trip operated more than 20 minutes late.
9. District Cancelled Operation. If the District cancels transportation and there is insufficient time to notify the drivers, the Contractor may charge the District for actual incurred costs and they will be paid by the District.
10. Cancellation of Routes. If Contractor's performance on a particular route or routes is unsatisfactory for a total of three days in any week, or if the Contractor does not have an assigned regular driver for a route or routes on Dry Run Day, the District may cancel such route(s) or portions thereof and award them to another carrier, or operate them with District equipment. The Contractor shall be liable for any additional costs to District as a result of providing such alternative service. Unsatisfactory performance for purposes of this section may consist of driver fault, driver misconduct toward students, mechanical breakdowns, not filling assignments, late route performance of ten minutes or more, multiple different drivers on a given route, and/or other similarly serious factors. Except as provided in II.H.13 below, such cancellation shall be preceded by written notification of unsatisfactory performance by District to Contractor before or upon the third instance of unsatisfactory performance for each route, and following each instance thereafter. Contractor must immediately correct the deficiency, or may respond in writing, within five calendar days of receipt of such notices, as to why the asserted unsatisfactory performance should be excused. District shall make the final determination with its reasonable discretion.
11. Failure to Comply with Terms and Conditions. Notwithstanding the provisions of the Districts Terms and Conditions, Article 9, should Contractor fail to comply materially with any of the terms or conditions of this contract, or should District determine from Contractor's total performance that Contractor is unfit, unqualified or unable to meet the student transportation needs of District as required by this contract, then this contract may be cancelled in its entirety by District at any time upon thirty days prior written notice to Contractor.
12. Exercise of District Rights. Notwithstanding the foregoing process and periods for notification to enforce a right, the District at its option may exercise any of its rights under the District's Terms and Conditions, Article 9, with 24-hour notice if necessary to assure that reliable student transportation is available to the District.
13. Acquisition of Buses. Should the cancellation or termination of this contract occur, except as described under force majeure, the District will provide or furnish transportation services itself or by contract, and the District may acquire buses, real property, and other facilities and property for student transportation.

14. District Purchase or Lease of Contractor's Assets. Therefore, upon cancellation or termination of this contract under any of its provisions, District may at its option buy or lease from Contractor, and Contractor agrees to sell or lease to District, any or all regular buses, services and spare buses, facilities and/or real property, which as of the date of delivery of notice of cancellation from District to Contractor are then being used by Contractor. The price for said buses, facilities and/or real property shall be determined by appraisal of the actual cash value without any assignment of value for a "going concern or group lot". The choice from among the various methods, as set forth below, by which District may acquire or lease said buses, facilities and/or real property will be determined at the sole discretion of the District.
 - a. Outright purchase of any or all of the buses, facilities and/or real property; and
 - b. Lease of any or all of the buses, facilities and/or real property over a period or periods of up to five years.
15. Valuation. In the event the District exercises said option to purchase or lease any or all of Contractor's buses, facilities and/or real property the actual cash value at date of notification shall be used for valuation purposes and shall be determined by appraisal by three appraisers, one to be selected and paid by the District, one to be selected and paid by Contractor, and the third by the two said appraisers with the payment for the third appraiser to be equally shared by the Contractor and the District. The value of each vehicle and other asset shall be established by majority vote of the three appraisers, or, in the event of disagreement among all three, by the average of the two closest appraisals. The appraisers shall determine lease payments according to the same method on any lease using said value. The District may reject the appraisers' report as to the lease or purchase price within 15 days of report and such rejection shall work to forfeit the District's right to the lease or the purchase.

I. Field Trips

1. Field Trip Confirmation. All field trips paid with District funds, including evening and weekend trips, must be arranged and confirmed by the District's Transportation Office.
2. Site Release. The District reserves the right either to detain the bus and driver at the activity site or release, with the request to return at a specified time, whichever is the least cost to the District.
3. Scheduling of Field Trips. Whenever possible, field trips or activities will be scheduled in conjunction with to and from school trips.
4. Notification of cancelation of field trip bus(es). Contractor shall notify the District no less than five (5) working days in advance of the scheduled field trip.
5. Failure to provide scheduled field trip buses. Two (2) failures to provide a scheduled field trip bus(es) within 15 minutes of the scheduled time in any month shall be defined as "multiple cancellations".

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6. Contractor shall provide District with designated field trip drivers. These drivers may have a portion of their daily route designated as to and from routes. District shall designate the number of dedicated field trip drivers no later than July 16th of each upcoming school year.

J. Communication Equipment

1. Software. If the Contractor has their own proprietary system they use for daily bus routing operations, it must be compatible with data uploads from the District Versatrans system. Data uploads are currently done twice weekly and may increase to provide the most accurate routing. These data uploads contain all revisions made by district staff to existing routes and any new or cancelled routes.
2. Dedicated E-Mail Address: The Contractor shall provide a dedicated e-mail address for each to each facility location to receive route changes and other information.
3. Hot Lines. The Contractor will provide a hot line from each Contractor operational dispatch center to the District's Transportation Office.
4. GPS reporting and real-time route information. By September 1, 2017, the Contractor will authorize ZONAR to release the Contractor's GPS data directly to the District.

K. Public Relations

The Contractor shall cooperate with the District to establish and maintain good public relations with the community and the news media. The District reserves the right of consultation on news media material regarding pertinent matters affecting the transportation services or patrons of the District.

L. Contract Extension

The student transportation services under this contract shall be provided for three (3) years with the option of two (2) additional 1-year renewals. The initial 3-year period (or more precisely, 37 months) of performance begins August 1, 2017 and ends August 31, 2020 and all rates, terms and conditions remain the same. The District reserves the option to extend the contract with two (2) separate 1-year renewals. Should the District extend the contract, the first renewal period of performance would begin September 1, 2020 through August 31, 2021. The second renewal period of performance would begin September 1, 2021 through August 31, 2022. Renewals are granted on a year-by-year basis. The Contractor shall submit to the District its proposed rates by December 15th in the year preceding the renewal date. The Contractor must specify justification for any change of rates from the current amounts charged to the District. The District reserves the right to:

- a. Accept the Contractor's proposed rate structure for the following year and award a one-year extension, or
- b. Reject the Contractor's proposed rate structure and select rates for the following year based upon an adjustment to the "core inflation rate" by

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using the then-current rates to reflect 100 percent of the October – October percentage change in the Consumer Price Index, Not Seasonally Adjusted, for Seattle-Tacoma-Bremerton, WA, All Items Less Food and Energy (Series Id: CUURA423SA0L1E, CUUSA0L1E), published by the Bureau of Labor Statistics, U.S. Department of Labor-Base Period 1982-1984 = 100 (e.g. the adjustment for the 2020-2021 school year would reflect 100 percent of the percentage change in this C.P.I. from reference period October 2019 to reference period October 2020).

- c. Cancel the contract effective the following August 31.
- d. Cancel the contract effective the following August 31.

The District will select one of the three alternatives by April 15.

It shall be understood that the Contractor is obligated to perform for a total of three years per these terms, but that the District is obligated only on a year-by-year basis except as otherwise provided herein for earlier termination by the District. Contractor may elect to terminate this contract after three years performance, in which case written notice of such termination must be given the District by December 15 of the year preceding the beginning of the next contract year. If Contractor does not timely elect to terminate the contract effective years four and five, or year five, yearly extensions per the above procedures shall continue at the District's option for the full five years of this contract.

The District makes no representation as to the size or scope of its transportation needs beyond the 2017-2018 school year; there will be no penalties assessed against the District in connection with decreases in numbers of buses contracted from year to year.

M. District Penalty

The Number of buses awarded by this contract for 2017-2018 or succeeding years may vary from the number required at the opening of each school year. If after the first 30 days of school or during the continuance of a year the number of buses not used in regular service exceeds 10 percent of the number contracted for regular service, the Contractor may assess the District a one time penalty. This penalty will be determined based on consideration of the following costs, and no others:

- 1. bus depreciation;
- 2. interest on capital investment on the unused equipment;
- 3. employee training;
- 4. bus license and/or fees; and
- 5. storage costs.

Exhibit A
Scope of Work

These costs shall be subject to an independent audit by a firm acceptable to the District and the Contractor.

Once the penalty has been assessed, the Basic Daily Rate for each class of bus as outlined in Article II of the proposal will be utilized for the remainder of the contract.

The District reserves the right to prescribe the class and model of the buses to be retained in service. Cost reimbursement will be predicated upon vehicle class.

If the number of buses needed exceeds the contracted amount, the Contractor shall invoice in accordance with the cost per bus class as outlined in Article I of the proposal.

N. Other

The District currently has 24 nonunion, hourly employees who perform Bus Assistant responsibilities for Head Start students. The District is contemplating bringing this work under the purview of the successful contractor(s), and reserves the right to request the successful vendor to perform this function.

BASE BID - All or None pricing

Proposers may elect to propose on all or part of the available service. Once the desired type of coaches and level of service are identified, the proposed four hour daily basic rate and excess hourly rate should be entered into the format provided below. Proposers must provide the four hour daily basic rate and excess hourly rate for all increments up to and including the desired maximum level of service. If the proposal does not contain rates at the lower increments, the District will assume that there is no desire from the proposers to provide services at the lower increments.

For example, if the proposed amount of class A (28 minimum passenger) service operated is 0-175 buses, the proposed daily basic rate and excess hourly rate should be included in each increment of service starting from 0-25 up to and including 151-175.

The numbers of buses to be made available by type are:

- a. "To and From" School Transportation

Number Required	Per Unit Basic Daily Rate	Excess Hourly Rate
i. Type A (28 Minimum Passenger)		
1 - 25	\$518.63	\$36.18
26 - 50	\$471.48	\$36.18
51 - 75	\$428.62	\$36.18
76 - 100	\$389.65	\$36.18
101 - 125	\$352.29	\$36.18
126 - 150	\$328.28	\$36.18
151 - 175	\$307.04	\$36.18
Over 175	\$307.04	\$36.18
ii. Type C		
1 - 25	\$523.18	\$36.18
26 - 50	\$475.61	\$36.18
51 - 75	\$432.38	\$36.18
76 - 100	\$393.07	\$36.18
101 - 125	\$362.37	\$36.18
126 - 150	\$346.45	\$36.18
151 - 175	\$324.01	\$36.18
176 - 200	\$324.01	\$36.18
201 - 225	\$316.11	\$36.18
Over 225	\$316.11	\$36.18

Number Required	Per Unit Basic Daily Rate	Excess Hourly Rate
iii. Type C (Lifts) capacity: 18 walk-ons/2 chairs (Must be equipped with a “soft-ride” or an air ride suspension system)		
1 - 25	\$346.45	\$36.18
26 - 50	\$324.01	\$36.18
51 - 60	\$324.01	\$36.18

b. Field/Special Trips - Category I

- i. Category I trips are defined as trips that are assigned during calendar school days between the hours of 6:00 a.m. to 6:00 p.m.
- ii. Trips may be assigned by the District or in connection with “To-and-From” school transportation routes.
- iii. The Excess Hourly Rate will begin when the Basic Daily Rate is exceeded.
- iv. A two (2) hour minimum applies to the hourly rate if the trip is not connected to a “To-and-From” school trip. (Any third trip of the day)

Mileage Rates

When a trip involves excessive miles, the Contractor may bill at a cost per mile rate instead of cost per hour.

Type A	\$2.62	per mile
Type C	\$2.62	per mile
Type C (Lifts)	\$2.62	per mile

c. Field/Special Trips - Category II

- i. Category II trips are defined as trips that are assigned during non-calendar school days and/or between the hours of 6:00 p.m. to 6:00 a.m. on calendar school days
- ii. Trips will be assigned by the Contractor to buses so as not to interfere with "To-and-From" school operations.
- iii. A four (4) hour minimum, (based on Category II hourly rate) which may be divided between two trips in and out of lots, will apply to all Category II Field/Special Trips.
- iv. Transportation Request, Confirmation, and Invoice Form will be utilized for field trips.

Hourly Rate

When a trip involves excessive miles, the Contractor may bill at a cost per mile rate or a cost per hour rate.

Type A	<u>\$37.25</u>	per hour
Type C	<u>\$39.79</u>	per hour
Type C (Lifts)	<u>\$39.79</u>	per hour
Layover Per Diem	<u>\$50 + Actual Hotel Cost</u>	

Mileage Rates

When a trip involves excessive miles, the Contractor may bill at a cost per mile rate instead of cost per hour.

Type A	<u>\$2.62</u>	per mile
Type C	<u>\$2.62</u>	per mile
Type C (Lifts)	<u>\$2.62</u>	per mile

d. Hourly rates for Bus Assistants - Optional Service

Charge for Bus Assistant \$32.00 per hour

e. Initial purchase, installation and associated cost for Tyler GPS Tag \$2,086.96 cost per unit
- Optional Service

f. Annual cost for offering eligible drivers ACA compliant medical plans \$1,797,310.14 *

* Estimate of year 1 pass through cost.

**SERVICES CONTRACT
GENERAL CONDITIONS (SHORT FORM)**

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1 **Services.** Contractor shall furnish all personnel, equipment and materials for the performance of all services under this Agreement. Such services, together with all drawings, specifications, materials, information, property, and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."

1.2 **Manner of Performance.** Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Services.

1.3 **District's Representatives.** District may designate one or more individuals or firms as its representative for administration of this contract. If a representative is assigned by District, it shall not have authority to assign additional Services or to reduce the Services to be performed by the Contractor under this contract.

1.4 **Correction of Noncompliances.** Contractor shall, at no cost to District, promptly and satisfactorily correct any Services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

1.5 **Contractor's Personnel.** All personnel employed by Contractor engaged in the Services and Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services and Services. Contractor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Contractor of responsibility for such person. If any personnel are reassigned or replaced by Contractor upon District's request, Contractor shall replace them with personnel approved by District.

1.6 **Contractor Employee Background.** Pursuant to RCW 28A.400.330, as a contractor for a school district, Contractor shall prohibit any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 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 similar laws of another jurisdiction from working in any situation where the employee will have unsupervised access to children. Failure to comply with this section shall be grounds for District to immediately terminate this Agreement.

Contractor agrees that all of Contractor's staff assigned to work at a District school or with District students under this Agreement shall obtain a criminal background check per RCW 28A.400.303 and RCW 43.43.830 prior to such staff providing services pursuant to this Agreement. Contractor further agrees that all staff assigned to the District will be fingerprinted prior to any work for the District. Contractor is responsible for any fingerprint processing fees. The District shall be provided with fingerprint results for all staff assigned to perform work for the District. If a positive criminal history is reported, the District shall make a final determination as to whether that particular staff member may be assigned to work under this Agreement.

1.7 **Compliance With Laws and Liability**

1.7.1 **General.** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services and as interpreted by cognizant authorities. Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, regulations, and resolutions required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

Exhibit C

1.7.2 Nondiscrimination.

A. Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

B. During the term of this Agreement, Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

C. Any contractor who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

1.7.3 Warranty of Accessibility. If services include the provision of technology related products, Contractor warrants the following:

A. The system and services provided to the District will comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Contractor will furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this agreement.

B. Contractor will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devised, and hardware.

C. Contractor will conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties, to determine the compliance of the products and services provided to the District under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

1.7.4 Student User Privacy. Contractor agrees to comply with the Student User Privacy in Education Rights Act ("Super Act" - a Washington State law on student privacy) if the provisions of SUPER Act apply to the school services provided by the Contractor to the District. School service means a website, mobile application, or online service that: (a) Is designed and marketed primarily for use in a K-12 school; (b) is used at the direction of teachers or other employees of a K-12 school; and (c) collects, maintains, or uses student personal information. A "school service" does not include a web site, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if also marked to a United States K-12 school.

1.7.5 Confidential Student Information. Contractor understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Contractor further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or under an applicable law or court order. Contractor shall not be permitted to sell such information and must seek permission from District before including such information that is identifiable to the school or district. Contractor agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party

Exhibit C

unless disclosure is expressly permitted in this section or required by law. Upon termination or expiration of this Agreement for any reason, Contractor shall either return or permanently delete and destroy all confidential student information. Contractor will confirm its destruction or return confidential student information in writing at the request of the District. For the avoidance of doubt, this section does not create any obligations for Contractor with respect to information that is not in Contractor's control. The unauthorized or unlawful disclosure of student records by Contractor is just cause for the District to immediately terminate this Agreement.

ARTICLE 2 - PAYMENTS TO CONTRACTOR

The compensation shall be made no more frequently than monthly and if paid on a lump sum basis shall be in proportion to the Services performed. Each of Contractor's invoices shall set forth in a detailed and clear manner a complete description of the Services covered thereby, on a form substantially similar to that customarily used by District and shall be supported by such receipts, documents, and other information as District may reasonably request. The invoice shall include separate listings of Services for particular schools or programs, if requested by the District. District shall pay each of Contractor's invoices within thirty (30) days after District's receipt, provided that all required documentation is included and accurate.

ARTICLE 3 - REIMBURSABLE EXPENSES

As shown in contract.

ARTICLE 4 - CONTRACTOR'S ACCOUNTING RECORDS

The Contractor's records of performance of Services shall at all times be subject to review by and the approval of District, but the making of (or failure or delay in making) such review or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement. Records of Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles.

Contractor shall promptly furnish District with such information related to the Services as may be requested by District. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide District access to (and District shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services or this Agreement.

ARTICLE 5 - DISTRICT OWNERSHIP AND USE OF DOCUMENTS

5.1 **District Ownership.** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, completed Services and Services in progress), together with all rights associated with Districtship of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this Agreement. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

5.2 **License.** District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this Agreement. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this Project.

Exhibit C

5.3 Nondisclosure. Contractor shall not, without the prior written consent of District, disclose to third parties any information obtained in connection with the Services unless: (a) the information is known to Contractor prior to obtaining the same directly or indirectly from District or in connection with the Services; (b) the information is in the public domain at the time of disclosure by Contractor; or (c) the information is obtained by Contractor from a third party who did not obtain the same directly or indirectly from District or in connection with the Services. If so requested by District, Contractor shall obtain from its employees, subcontractors and their respective employees nondisclosure agreements in the form and content satisfactory to District. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the activity for which the Services were rendered is not to be construed as publication in derogation of District's or Contractor's rights.

ARTICLE 6 - RELEASE, INDEMNIFICATION AND HOLD HARMLESS

6.1 Release and Indemnification. Contractor releases and shall indemnify, defend, and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from any and all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services or arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Contractor; Contractor's subcontractors or subcontractors; the directors, officers, employees or agents of Contractor or any of its subcontractors or subcontractors; or anyone acting on Contractor's behalf in connection with the Services or this Agreement. This liability includes, but is in no way limited to, all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to incidents with or between students on board any bus; dropping off student(s) at the wrong location; bus driver misconduct; and any accident. Should any of these issues arise, Contractor is required to notify the District immediately of any accidents or issues related to any of the scenarios above. The Contractor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the sole negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under any worker's compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Contractor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Contractor further agrees that this waiver has been mutually negotiated by the parties.**

6.2 Workers' Compensation. Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this Agreement, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.3 Patent; Copyright. Contractor releases and shall defend, indemnify and hold harmless the Indemnitees from all claims, losses, harm, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees) and royalties arising (whether before or after completion of the Services) out of or in connection with any claim, action, suit or proceeding based upon infringement of any patent, copyright, trade secret or other proprietary right or upon the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item and arising out of or in connection with performance of the Services or the use or intended use of any of the Services. Further, if any of the Services or any use or intended use of the Services constitutes an infringement of any patent, copyright, trade secret or other proprietary right or the wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either procure for the Indemnitees the right to use the infringing item, replace the infringing item with a substantially equal but noninfringing item or modify the infringing item so that it becomes noninfringing; provided, however, that this paragraph 6.3 does not apply to any claim, action, suit or proceeding based upon infringement which is related to any materials or equipment designated solely by District for use by the District.

ARTICLE 7 – INSURANCE AND BONDS [Richard to review]

7.1 **General Provisions.**

A. Contractor shall, at its sole cost and expense, with respect to Contractor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Contractor and its subcontractors maintain in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Work, Contractor shall furnish to Owner assurance and evidence acceptable to Owner of coverage or insurance with respect to all persons performing the Work in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).

B. Without limiting the generality of paragraph (a) above, Contractor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in Work on this Project under this Contract. In case any such Work is subcontracted, Contractor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Work. In case any class of employees engaged in hazardous work under this Contract and the site of the Project is not protected under the above Washington State Industrial Insurance Act, or "stop-gap" insurance, Contractor shall provide and shall cause each subcontractor to provide compensation insurance and employer's liability insurance with a private insurance company.

C. Prior to the commencement of performance of the Work, Contractor shall, at its sole cost and expense, secure such liability insurance as will protect Contractor, its employees, officers, representatives and agents, Owner and Owner's Representative, from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Contractor's operations or performance of Contractor's obligations under this Contract, whether such performance is by Contractor or any of its Support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to Owner.

7.2 **Contractor's Liability Insurance.** Contractor shall, at its own expense, secure and maintain Commercial General Liability Insurance including Products and Completed Operations; Broad Form Property Damage; Stop Gap; Contractual Liability (and Collapse, Explosion and Underground). Without limiting the generality of the foregoing, such insurance shall protect Owner, Owner's Representatives, Construction Manager, Architect/Engineer and Contractor from the following claims which may arise out of, result from or relate to Contractor's operation or performance under the Contract:

- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- D. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- E. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
- F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an "occurrence" and not "claims-made" form. The insurance required by 7.2 shall include contractual liability insurance applicable to Contractor's indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to Owner.

Exhibit C

7.3 Limits of Liability. The liability insurance required herein shall be written for not less than that stated in these Contract Documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers' compensation, limits shall be project specific and dedicated to work performed under this Contract, unless otherwise agreed to by Owner. The amounts of insurance shall not be less than:

workers' compensation	statutory
employer's liability (stop gap)	\$5,000,000 each accident \$5,000,000 disease-policy limit \$5,000,000 each employee
commercial general liability	\$1,000,000/\$2,000,000 (per occurrence/aggregate)
bodily injury and property damage	\$5,000,000/\$10,000,000
personal and advertising injury	\$5,000,000/\$10,000,000
products and completed operations	\$5,000,000/\$5,000,000
fire legal liability	\$100,000
automobile liability (owned, non-owned, leased or hired)	\$10,000,000 per occurrence
umbrella/excess coverage	\$10,000,000 per occurrence
professional liability	\$1,000,000 each occurrence

Exhibit C

7.4 Coverage Period. Contractor or its Subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Contractor's obligations under this Contract have been fully performed, all of the Work has been fully accepted by Owner and all operations of Contractor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Work have been concluded; and (b) in the case of completed operations and products liability insurance, until the expiration of one (1) year after all of Contractor's obligations under this Contract have been fully performed.

7.5 Certificates of Insurance. Prior to the execution of the Contract (or within such further time as Owner may allow in writing), Contractor shall deliver to Owner Certificates of Insurance in a form acceptable to Owner as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this Project and its address, and shall evidence the Owner and Owner's Representatives, if any, as insureds or additional insureds. These certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to Owner and additional insureds. Contractor shall also furnish Owner with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as Owner may from time to time request. The certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to Owner.

7.6 Renewal, Termination, Cancellation, Expiration, and Alteration. In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Contract, Contractor shall deliver to Owner a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to inception of any such coverage.

7.7 Additional Insureds; Right of Subrogation. Contractor shall ensure that any policies of insurance that Contractor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Work or this Contract shall name Owner and Owner's Representatives as additional insureds and include a waiver of the insurer's right of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative. To the extent permitted by its insurance policies, Contractor hereby waives its rights of subrogation against Owner, the Construction Manager, the Architect/Engineer and Owner's Representative.

7.8 No Limitation. The requirements of this Contract as to insurance and acceptability to Owner of insurers and insurance to be maintained by Contractor and its Support are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

7.9 Owner's Right to Maintain Insurance. If Contractor or any of its subcontractors fails to maintain the insurance coverage as required by this Part 2, Owner may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and Owner may charge to or otherwise recover from Contractor (e.g., by offset against any amounts due or which may become due Contractor under this Contract), the cost of such insurance.

ARTICLE 8 – CHANGES

8.1 Notice. District may at any time, by written notice thereof to Contractor, make changes in the Services to be performed under this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance, and changes in the schedule and location of performance). Contractor shall, within ten (10) days after receipt of notice of any change which Contractor believes to be

Exhibit C

outside the scope of Services, give District written notice of such belief, otherwise the change shall be deemed to be within the scope of Services.

8.2 Adjustment. If any change under paragraph 8.1 causes an increase or decrease in the cost of or the time required for performance of the Services, an equitable adjustment in the compensation and/or schedule under this Agreement shall be made to reflect such increase or decrease and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change.

ARTICLE 9 - TERMINATION OF THIS AGREEMENT

9.1 Termination of Agreement by District for Cause.

9.1.1 If Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the provisions of this Agreement, or if Contractor becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, District shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a certain date at least seven (7) days after the notice, during which period Contractor shall have the right to cure the default.

9.1.2 Whether or not this Agreement is so terminated, Contractor shall be liable to District for any damage or loss resulting from such failure or violation by Contractor described in subparagraph 9.1.1, including, but not limited to, costs in addition to those agreed to herein for prosecuting Services to completion and delay damages paid or incurred by District. The rights and remedies of District provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.1.3 District shall be liable to Contractor for Contractor's just and equitable compensation for any satisfactory services completed, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. District may withhold payments to Contractor equal to any claim made in writing by District for the purpose of set-off until such time as the exact amount of damages due District from Contractor is determined. In no event shall District be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by Contractor as a result of such termination. If District purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of District pursuant to paragraph 10.2, and the rights of the parties shall be determined accordingly.

9.2 Termination for Convenience by District. District may, at its option, terminate all or a portion of the services not then performed under this Agreement at any time by so notifying Contractor in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefor in accordance with this Agreement, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the Agreement is terminated by District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for Reimbursable Expenses. District shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

ARTICLE 10 – MISCELLANEOUS

10.1 Time. Time is of the essence with regard to performance of this Agreement.

10.2 Subcontracting. Except for any services to be performed by subcontractors specified in Section 01100, Summary of Work, Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

Exhibit C

10.3 Independent Contractor. Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

10.4 Non-waiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.5 Assignment. Neither District nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

10.6 Entire Agreement. This Agreement represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

10.7 Applicable Law; Venue. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

10.8 Debarment. Contractor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Contractor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future contracts with SPS.

10.9 Cooperation with District Auditor and State Auditor. Contractor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Contractor relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

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November 10, 2016

ADDENDUM NO. 1 FOR RFP NO. RFP09614: STUDENT TRANSPORTATION SERVICES 2017 – 2020 AND SUCCEEDING YEARS

This addendum shall become part of the contract documents and modifies the original bidding documents for RFP No. RFP09614: Student Transportation Services 2017 – 2020 and Succeeding Years. Please acknowledge this addendum in your response. Failure to do so may subject the proposer to disqualification.

PLEASE NOTE: The **DUE DATE** has been changed from Thursday, November 17, 2016 at 10:00 a.m. to **MONDAY, NOVEMBER 28, 2016 at 10:00 a.m.**

END OF ADDENDUM NO. 1



Diane T. Navarro
Contracting Services Manager



November 16, 2016

ADDENDUM NO. 2 FOR RFP NO. RFP09614: STUDENT TRANSPORTATION SERVICES 2017 – 2020 AND SUCCEEDING YEARS

This addendum shall become part of the contract documents and modifies the original bidding documents for RFP No. RFP09614: Student Transportation Services 2017 – 2020 and Succeeding Years. Please acknowledge this addendum in your response. Failure to do so may subject the proposer to disqualification.

Please note that the District will select the successful firm(s) based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities, and make the award(s) in its best interest.

CHANGES TO RFP

1. **Attachment 1, Scope of Work – Section L. Contract Extension:**

Please **REVISE** the first paragraph to read as follows:

“The student transportation services under this contract shall be provided for three (3) years with the option of two (2) additional 1-year renewals. The initial 3-year period (or more precisely, 37 months) of performance begins August 1, 2017 and ends August 31, 2020 and all ~~rates~~, terms and conditions remain the same. The contractor may submit by December 15th a request to increase rates for the following school year. The Contractor must specify justification for any change of rates from the current amounts charged to the District. The District reserves the right to reject the contractor’s rate request and select rates for the following year based upon an adjustment to the “core inflation rate” by using the then-current rates to reflect 100 percent of the October –October percentage change in the Consumer Price Index, Not Seasonally Adjusted, for Seattle-Tacoma-Bremerton, WA, All Items Less Food and Energy (Series Id: CUURA423SA0L1E, CUUSA0L1E), published by the Bureau of Labor Statistics, U.S. Department of Labor-Base Period 1982-1984 = 100.

The District reserves the option to extend the contract with two (2) separate 1-year renewals. Should the District extend the contract, the first renewal period of performance would begin September 1, 2020 through August 31, 2021. The second renewal period of performance would begin September 1, 2021 through August 31, 2022. Renewals are granted on a year-by-year basis. The Contractor shall submit to the District its proposed rates by December 15th in the year preceding the renewal date. The Contractor must specify justification for any

change of rates from the current amounts charged to the District. The District reserves the right to:"

2. Attachment 3, Pricing – Item e:

Please **REVISE** the following item description:

“e. Initial purchase, installation and associated cost for Tyler GPS Tablets”

ANSWERS TO QUESTIONS:

Question No. 1: Please see the request for operational data detailed below:

- Routes
- Route Statistics – How many miles, hours per route/day
- Routing software used
- Does the District or Contractor provide routing?
- School Bell times
- Field trips – Number of trips annually, average miles per trip, average hours per trip
- Wage Information
- Seniority List/Hire Dates
- Copies of contractor invoices/billing from last year, and this year to date
- Summer school – Number of days, students, routes, times/hours
- Liquidated damages charged to contractor in the last two years
- Number of vehicles
- Fleet list
- Staffing levels
- Management
- Support staff – administrative, dispatch, operations, safety, trainers, etc.
- Maintenance staff – manager, mechanics, vehicle service workers/utility
- Number of pupils transported
- Are Aides/Monitors required?
- Are the Aides/Monitors District employees or Contractor employees?
- Technology requirements for vehicles

Answer:

- Routes – See Attachment1- Buses and Field Trips, and Attachment 2 – Route Manifests.
- Route Statistics – How many miles, hours per route/day – See Attachment 1 Buses and Field Trips.
- Routing software used - VersaTrans
- Does the District or Contractor provide routing? – The District provides the routing.

- School Bell times – See Attachment 3, 2016-2017 Bell Times.
- Field trips – Number of trips annually, average miles per trip, average hours per trip – See Attachment 1, Buses and Field Trips
- Wage Information – See Attachments 5 and 6 for First Student and Teamsters labor agreement regarding wages.
- Seniority List/Hire Dates – See Attachment 10 – OSPI Data Driver Authorization. This data is limited and may not reflect all current drivers.
- Copies of contractor invoices/billing from last year, and this year to date – See Attachment 7 – First Student Invoices and Payments.
- Summer school – Number of days, students, routes, times/hours – See Attachment 8 - Summer 2016.
- Liquidated damages charged to contractor in the last two years – See Attachment 1 – Buses and Field Trips.
- Number of vehicles - See Attachment 1 – Buses and Field Trips.
- Fleet list – See Attachment 11 – OSPI Data Copy of Depreciation.
- Staffing levels- See Attachment 12 – First Student Staff. Complete information is unavailable.
- Management – See Attachment 12 – First Student Staff. Complete information is unavailable.
- Support staff – administrative, dispatch, operations, safety, trainers, etc.
- Maintenance staff – manager, mechanics, vehicle service workers/utility - See Attachment 12 – First Student Staff. Complete information is unavailable.
- Number of pupils transported – approximately 18,500 students on yellow buses
- Are Aides/Monitors required? Yes. When required by student IEP and for Head Start students.
- Are the Aides/Monitors District employees or Contractor employees? Aides and Monitors are employed by the District.
- Technology requirements for vehicles – See RFP Attachment 1- Scope of Work, Section E: 13, 14, 15, 17, and 18.

Question No. 2: Your RFP looks like it is a school bus contract. Are you also using an alternative transportation provider for your special needs children? Is this service included in your current RFP? If alternative transportation is not included in the RFP process, will it be put out to bid in the future?

Answer: This RFP is a school bus contract providing transportation services for both general education and special needs students. Alternative transportation may be bid in the future.

Question No. 3: Section 5.0, pg 8 – What type of bus and seating capacity are the 10 miscellaneous buses?

Answer: Type C.

Question No. 4: Can we be provided with a copy of the current teamster’s collective bargaining agreement for First Student?

Answer: Please see Attachments 4, 5, and 6 for First Student _Teamsters National Labor Agreement.

Question No. 5: Can we be provided with all August and September First Student invoices?

Answer: Please see Attachment 7 – First Student Invoices and Payments.

Question No. 6: Attachment 1, pg 1 briefly describes route hours and mileage per bus type. Can we be provided with a detailed report by route number for both regular ed and special ed routes that list total hours per route, total miles per route, type of bus, passenger capacity and address of facility origin?

Answer: See Attachment 1 – Buses and Field Trips and Attachment 2 – Route Manifests.

Question No. 7: Attachment 1, L – Contract Extension, can you confirm that there will be NO price increases during the initial 3 year contract term?

Answer: See CHANGES TO RFP, Item 1, above.

Question No. 8: How many category 1 and II trips does the district expect to operate per school year, what is the average number of hours that these trips will operate and what is the expected average mileage of each trip?

Answer: See Attachment 1 – Buses and Field Trips.

Question No 9: Can we be provided with a copy of the current First Student contract with Seattle Public Schools?

Answer: Yes. Please see Attachments 13, 13A and 13B for the current contract and contract renewals.

Question No 10: What was the total dollar amount of liquidated damages charged to First Student during the 15-16 school year?

Answer: \$72,500

Question No. 11: Can a bidder solely offer Alternative Transportation for your Students with Special needs, transporting children using smaller sedans or dodge ramp wheelchair vans?

Answer: No. This RFP is for yellow school buses only.

Question No. 12: We respectfully request an extension on the due date for the Student Transportation Services RFP. Please let us know if it is possible to extend the due date out two weeks to allow additional time to craft an appropriate response.

Answer: Per RFP Addendum No. 1, the District has extended the RFP submittal Due date to November 28, 2016.

Question No. 13: Please provide a copy of the additional material supplied at the Pre-Bid Conference.

Answer: No additional materials were issued at the Pre-Bid Conference.

Question No. 14: The route counts listed in the RFP are slightly higher than the actual current route counts. The RFP lists 158 Type C bus routes and there are currently 155 being operated. Likewise the RFP lists 40 lift route and there are currently 37 being operated. Should we build our pricing based on the route numbers listed in the RFP or the actual current route count?

Answer: Please provide pricing based on the RFP route counts.

Question No. 15: The RFP calls for a three camera system in all buses. Currently there are just two camera systems in the Sped and lift buses. Will that be acceptable going forward? If not, can the existing buses be grandfathered with respect to that requirement?

Answer: All buses will be outfitted with a three camera system.

Question No. 16: The RFP calls for both Field Supervisors (page 7, attachment 1) and Field Standbys (page 4, attachment 1). I wanted to confirm that those are separate positions? For example, for 350 routes, six field supervisors are required (from the table on page 7, attachment 1), and 10 field standbys are required (a ratio of 35 to 1) for a total of 16 individual employees?

Answer: Field Supervisors and Field Standbys are separate positions.

Question No. 17: Regarding the Tyler Drive Tablets, we discussed at the pre-bid including both price and installation on the price sheet. Should we also include other associated costs such as cellular air time, training, security accessories, etc.?

Answer: Yes. See **CHANGES TO RFP**, Item 2, above. Please include the full cost of a tablet including the support items such as installation, airtime, training, etc.

Question No. 18: Regarding liquidated damages, initial liquidated damages have been claimed in the amount of \$49,366 for the month of September 2016, greatly exceeding any other month in the last two years. Additionally, many of the liquidated damages categories have been drastically increased in the new RFP; the most common categories have been quadrupled or quintupled over the last RFP. Is it the district's intent to maximize liquidated damages assessments going forward?

Answer: It is the intent of the District to assess liquidated damages as specified in the contract.

Question No. 19: Please confirm who will provide attendants on the Special Education buses – the District or the Contractor?

Answer: At this time, the District provides the attendants on the bus. The District is asking respondents to provide pricing on the price sheet, should the District decide in the future to transfer the bus attendant responsibility to the Contractor.

Question No. 20: Understanding the buses require NTSB and WA State approved seatbelts, with regard to page 1 of 22 of the RFP, there are special education preschool students, does the District require car seats for these students? Or do seatbelts suffice?

Answer: The District requires and provides the STAR booster seats. The bus Contractor is required to have integrated seats as required.

Question No. 21: Please provide Liquidated Damages for the past 3 years.

Answer: Please see Attachment 1, Buses and Field Trips.

Question No. 22: Please provide on-time performance for the last year.

Answer: The District started tracking on-time performance mid last year. On time performance averaged around 97% by June of 2016.

Question No. 23: How much time is expected for post-trip vehicle inspection review?

Answer: Post trip vehicle inspection should take no longer than 5 minutes.

Question No. 24: Please confirm that Zonar GPS is not required for this contract, and that only Zonar EVIR is required.

Answer: GPS is required. Zonar is called out in the RFP, however, the contractor may substitute an equivalent which the District may gain access.

Question No. 25: Please provide current rates paid to the existing contractor for variable and fixed costs.

Answer: See Attachment 9 – Rate Sheet 2016-17.

Question No. 26: Please provide current Special Education operational data for the past year.

Answer: See Attachment 2 – Route Manifests.

Question No. 27: In the next 5 years, what are the three most important items Seattle Public Schools wishes to accomplish with its transportation program?

Answer: We expect student transportation to provide the utmost in **safety** for our students, with quality drivers who consistently provide **excellent service** at a **reasonable cost**. A contractor's ability to attract and maintain drivers is a high priority. Drivers are seen as an extension of our operations and the District expects drivers to receive wages and benefits that align with attracting and maintaining a full staff of drivers to meet the needs of the District.

Question No. 28: Regarding the page limit (Section 7.1 General Submittal Requirements):

- a. Please confirm that required attachments, appendices, transition schedule, resumes, etc. can be excluded from the page limit.
- b. Would an 11x17 document that would count as two pages be acceptable?

Answer:

- a. Required attachments, appendices, transition schedule, resumes, etc. are excluded from page limit.
- b. An 11 x 7 document may count as two pages.

Question No. 29: Proposal Certification Form:

- a. Please advise if a UBI number is a requirement for proposers.

Answer: A UBI number shall be required for awarded firm(s). A contract cannot be executed without a valid UBI number.

Question No. 30: In the RFP, Bus Storage Facilities section (page 4, attachment 1), provisions are made for facilities to be located as much as five miles outside of the district. If a facility is located outside of the district what impact will that have on the billable hours for routes originating from that facility? In other words, will all of the route hours still be billable, or will only the hours operated within the district be billable?

Answer: Billable hours will be calculated for the time of operation within the district.

END OF ADDENDUM NO. 2

ATTACHMENTS:

- Attachment 1: Buses and Field Trips
- Attachment 2: Route Manifests
- Attachment 3: 2016-2017 Bell Times
- Attachment 4: Teamsters National Master Agreement
- Attachment 5: First Student Labor Agreement
- Attachment 6: First Student Labor Agreement
- Attachment 7: First Student Invoices and Payments (Multiple Documents)

Attachment 8: Summer 2016

Attachment 9: Rate Sheet 2016-2017

Attachment 10: OSPI Data Driver Authorization Dates

Attachment 11: OSPI Data Copy of Depreciation 2015-2016

Attachment 12: First Student Positions

Attachment 13: First Student Contract

Attachment 13A: First Student Contract Amendment 1

Attachment 13B: First Student Contract Amendment 2



Diane T. Navarro

Contracting Services Manager



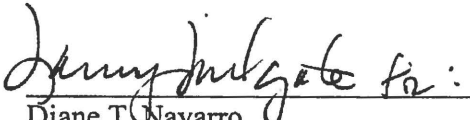
November 17, 2016

ADDENDUM NO. 3 FOR RFP NO. RFP09614: STUDENT TRANSPORTATION SERVICES 2017 – 2020 AND SUCCEEDING YEARS

This addendum shall become part of the contract documents and modifies the original bidding documents for RFP No. RFP09614: Student Transportation Services 2017 – 2020 and Succeeding Years. Please acknowledge this addendum in your response. Failure to do so may subject the proposer to disqualification.

PLEASE NOTE: The **DUE DATE** has been changed from Monday, November 28, 2016 at 10:00 a.m. to **TUESDAY, NOVEMBER 29, 2016 at 2:00 p.m.**

END OF ADDENDUM NO. 3


Diane T. Navarro
Contracting Services Manager