

**BOARD OF EDUCATION  
OF THE COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 18-19-10**

**RESOLUTION AUTHORIZING  
AWARD OF CONTRACT FOR PUPIL TRANSPORTATION SERVICES FOR THE  
EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA**

WHEREAS, on July 1, 2018, the Covina-Valley Unified School District ("District") entered into the agreement titled "Agreement by and Between Covina-Valley Unified School District and East San Gabriel Valley Special Education Local Plan Area for Special Education Administrative Unit Services", ("AU Agreement") in which the District agreed to be designated as the Administrative Unit of the East San Gabriel Valley Special Education Local Plan Area ("SELPA"), as set forth in the SELPA Local Plan and Education Code section 56000 et seq;

WHEREAS, under Article 3 of the AU Agreement, the District agreed to take action on SELPA operational items such as contracts or other requisite matters;

WHEREAS, to meet the transportation needs of the special education students of the SELPA as SELPA's administrative unit, the District solicited bids from transportation service vendors by issuing the Request for Bids for Pupil Transportation ("the Bid Request") pursuant to Education Code section 39802;

WHEREAS, the Bid Request included the Agreement Form that the District and the winning vendor will execute to establish the terms and conditions of the transportation services to be provided by the winning vendor;

WHEREAS, the Bid Request, including the Agreement Form, was developed the SELPA's governing body;

WHEREAS, pursuant to the authority and responsibility conferred on the District through the AU Agreement, SELPA gave the District the authority to issue the Bid Request and select the winning bidder based on the requirements set forth in the Bid Request as authorized by Education Code section 39802;

WHEREAS, on September 27, 2018, the District received three bids in response to the Bid Request;

WHEREAS, a representative committee from the SELPA (the "Selection Committee") reviewed all bids based on the criteria set forth in the Bid Request;

WHEREAS, the Selection Committee identified Durham School Services as the bidder that provided the bid response that best meets the needs of SELPA as set forth in the Bid Request;

WHEREAS, on November 13, 2018, the Selection Committee interviewed Durham School Services and, based on the interview and Durham School Services response to the Bid Request and Clarification Questions, the Selection Committee confirmed that Durham School Services provided the bid response that best meets the needs of SELPA and met the requirements to provide transportation services pursuant to the terms and conditions set forth in the Bid Request and the Form Agreement;

WHEREAS, the Selection Committee, in consultation with legal counsel, initiated negotiations with Durham School Services to establish the final Agreement, a copy of which is attached hereto as Exhibit "A," to incorporate the terms and conditions of the Bid Request and Durham School Services bid response.

NOW, THEREFORE, the Board of Education of the Covina-Valley Unified School District makes the following findings:

1. That the above recitals are true and correct.
2. That the anticipated annual costs of bid contract will range from \$9 million to \$10 million.
3. That the District's Governing Board hereby approves the delegation of authority and appoints its Superintendent or designee who is hereby authorized and directed, pursuant to Education Code Section 17604 and similar statutes, to finalize, execute and deliver the Agreement by which Durham School Services will provide transportation services to the SELPA, subject to any non-substantive changes as deemed appropriate by District staff in consultation with legal counsel, and to otherwise carry out the intent of this Resolution, all subject to ratification of the Board of Education, as necessary.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Covina Valley Unified School District this 17<sup>th</sup> day of December 2018, by the following vote:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAINED:	<u>0</u>

I, Sonia Frasquillo, Clerk of the Board of Education, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Covina Valley Unified School District at a special meeting thereof held on the 17<sup>th</sup> day of December, 2018, by the above described vote of the Governing Board.

12-17-18  
Date

Sonia Frasquillo  
Clerk of the Board of Trustees  
Covina-Valley Unified School District

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WHEREAS, the Selection Committee identified Durham School Services as the bidder that provided the bid response that best meets the needs of SELPA as set forth in the Bid Request;

# Exhibit A

## PUPIL TRANSPORTATION SERVICES AGREEMENT

This PUPIL TRANSPORTATION SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this day of December 17, 2018, by and between the Covina-Valley Unified School District (USD) on behalf of the following Local Educational Agencies (LEAs): Azusa USD, Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and San Jose Charter Academy, as part of East San Gabriel Valley Special Education Local Plan Area, hereinafter referred to as "DISTRICT", and Durham School Services, L.P. , hereinafter referred to as "CONTRACTOR". This AGREEMENT supersedes and renders null and void all prior AGREEMENTS, contract amendments, addenda, payment schedules and provisions.

### WITNESSETH

The DISTRICT and the CONTRACTOR for the consideration hereinafter named, mutually agree as follows:

1. **SCOPE OF CONTRACT.** The CONTRACTOR shall route, operate, and maintain school buses for the transportation of special education students served in DISTRICT programs and designated special education students served by school districts located within Los Angeles County (collectively referred to herein as "students transported under this Agreement") using buses provided by the CONTRACTOR. Such transportation may be either within or outside Los Angeles County and on any day or days during the term of the AGREEMENT. The CONTRACTOR shall provide daily transportation services for the students served in DISTRICT programs and such other transportation needs as may be specified by the DISTRICT. CONTRACTOR shall provide all services, and meet all requirements identified and articulated in the CONTRACTOR's Bid Package and the AGREEMENT Documents, as defined in Section 3 below.
  - a. The term "daily service or route" is defined as all home-to-school and school-to-home transportation of any DISTRICT students which takes place at the beginning, midday or at the end of the school day for such students.
  - b. Routes shall be designed to ensure student ride times are less than one hour, unless specific written permission is obtained from DISTRICT. CONTRACTOR must provide, for DISTRICT review and approval, a detailed written procedure demonstrating how it will ensure all ride times are less than one hour and the actions it will take in case a ride time does not, or cannot, meet the one-hour drive time limitation. DISTRICT may elect to design routes to be executed by the CONTRACTOR at any time during the duration of the contract. Upon request from the DISTRICT, CONTRACTOR shall grant DISTRICT access to the routing software used by CONTRACTOR to allow the DISTRICT to edit routes proposed by CONTRACTOR or design routes to be executed by CONTRACTOR pursuant to this AGREEMENT.
  - c. The term "other transportation," as used herein, is defined as any transportation of students and DISTRICT personnel, including, but not limited to, transportation to and from extracurricular events, and transportation of students attending other school districts within

Los Angeles County but outside of the East San Gabriel Valley SELPA, pursuant to agreements between those districts and the DISTRICT.

- d. The DISTRICT, at its sole discretion, may assign staff to provide student assistance while student is accessing the transportation services under this AGREEMENT.
  - e. The DISTRICT, at its sole discretion, may hire additional services providers to provide separate DISTRICT transportation services in which case CONTRACTOR shall work with DISTRICT to coordinate all transportation services and work with DISTRICT as necessary to ensure all DISTRICT transportation services are met during the course of this AGREEMENT.
2. **TERM OF AGREEMENT.** The term of the AGREEMENT shall be for a five (5) year period beginning August 1, 2019 and ending July 31, 2024. Through mutual agreement of the Parties, a five (5) year renewal option may be exercised through and including July 31, 2029. The AGREEMENT may be further renewed at the end of the renewal period by mutual agreement of the Parties, through an amendment, as provided for in the California Education Code, Section 39803. The 5-year renewable option may be exercised in one (1) year increments.
  3. **AGREEMENT DOCUMENTS.** The complete Agreement binding the parties consists of this AGREEMENT and all of the Request for Bid (RFB) submittal documents and addenda, the Cost Bid, the Bid Bond and Performance Bond, and the Bid Questionnaire of the CONTRACTOR, all of which are hereby incorporated herein by reference. In the event of any conflict between the terms of this AGREEMENT and the Bid, the terms of this AGREEMENT shall govern.
  4. **PERMITS AND LICENSES.** The CONTRACTOR, its employees and agents shall secure and maintain valid permits, licenses and certifications and shall comply with all applicable current and future background check laws that are required by law for the execution of this AGREEMENT.
  5. **INSURANCE.** The CONTRACTOR shall, at its sole cost and expense, shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the CONTRACTOR, CONTRACTOR's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. CONTRACTOR agrees to maintain insurance coverage as follows:
    - a. **Commercial General Liability Insurance:** Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent CONTRACTOR's liability with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- b. **Sexual Abuse and Molestation Insurance:** Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$5,000,000 per wrongful act and \$10,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claim made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. **Commercial Automobile Liability Insurance:** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$30,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
- d. **Workers' Compensation Insurance:** Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONTRACTOR must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- e. **Broader Coverage/Higher Limits Applies:** If CONTRACTOR maintains broader coverage and/or higher limits than the minimums required herein, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.
- f. **CONTRACTOR's Insurance to be Primary:** For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, their board of trustees, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents

shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- g. Notice of Cancellation:** Each insurance policy required by this Contract must provide or be endorsed to provide that the DISTRICT is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested
- h. Additional Insured Coverage Not Affected by Named Insured's Duties after Accident or Loss:** If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the DISTRICT, their board of trustees, officials, employees, agents, and volunteers.
- i. Waiver of Subrogation:** CONTRACTOR hereby grants the DISTRICT, their board of trustees, officials, employees, agents, and volunteers a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT, their board of trustees, officials, employees, agents, and volunteers by virtue of the payment of any loss under such insurance. CONTRACTOR shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT, their board of trustees, officials, employees, agents, and volunteers have received a waiver of subrogation endorsement from the insurer.
- j. Self-Insured Retentions:** Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the DISTRICT's Risk Manager or designee and shall protect the DISTRICT, their board of trustees, officials, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the DISTRICT, their board of trustees, officials, employees, agents, and volunteers
- k. Acceptability of Insurers:** All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, unless otherwise acceptable by DISTRICT, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- l. Verification of Coverage:** CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. DISTRICT reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- m. **Subcontractors:** The CONTRACTOR shall require that all subcontractors meet the requirements of this Section and Section 25 unless otherwise agreed in writing by the DISTRICT's Risk Manager or designee.
  - n. **No Limitation on Liability:** Such insurance as required herein shall not be deemed to limit CONTRACTOR's liability relating to performance under this Contract. DISTRICT reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify, and hold the DISTRICT, their board of trustees, officials, employees, agents, and volunteers harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the DISTRICT's premises.
  - o. **CONTRACTOR's Failure to Provide:** If CONTRACTOR fails to procure any coverage required by be maintained by CONTRACTOR hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, DISTRICT may (but is not required to), after having given five (5) working days written notice to CONTRACTOR, procure such coverage and charge its cost to CONTRACTOR as a reduction in the contract amount payable to CONTRACTOR on the next payment date. CONTRACTOR shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by CONTRACTOR thereunder.
  - p. **Waivers and Modifications:** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the DISTRICT's Risk Manager or designee.
  - q. **Changes in Insurance Requirements:** Not more frequently than [once/once annually/every three (3) years], if in the opinion of DISTRICT, the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, CONTRACTOR shall amend the insurance coverage as required by DISTRICT's Risk Manager or designee.
6. **LEGAL REQUIREMENTS.** CONTRACTOR must comply with all applicable laws, ordinances and other legal requirements related or applicable to the services required by this AGREEMENT, including, but not limited to, , the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Dept.



of Transportation, Washington, D.C.. CONTRACTOR shall ensure compliance with all applicable laws and relations and will defend and indemnify the DISTRICT from any claim, damage, or action arising from CONTRACTOR's failure, or allege failure, to comply with any applicable law or regulation, as set forth in Section 7 below.

7. **HOLD HARMLESS AND INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold the DISTRICT, their board of trustees, officials, employees, agents, and volunteers entirely harmless from all liability arising out of:
  - a. **Workers' Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and
  - b. **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT; and
  - c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof
8. **SAFETY PROGRAM.** The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel, including, but not limited to, DISTRICT's employees assigned to accompany students on buses, assigned pursuant to this AGREEMENT. All operating personnel shall be required to attend regularly scheduled safety meetings, at least quarterly, while school is in session. The DISTRICT's Designee(s) shall be notified in advance of the meeting time and location and may attend/participate in the meetings, as needed. All Safety and Training and in-service meetings will be conducted in Los Angeles County and shall be coordinated to enable DISTRICT employees to attend. CONTRACTOR shall provide written reports, annually or more often as requested, summarizing the Safety Program to the DISTRICT for review. The DISTRICT and CONTRACTOR shall work together in good faith to modify the Safety Program to meet the needs of the DISTRICT, its staff, and its students.
  - a. In accordance with State Law the CONTRACTOR will conduct school bus evacuation drills once during each academic year at no cost to the DISTRICT. The evacuation schedules will be prepared by the CONTRACTOR and provided to the DISTRICT's Designees.
  - b. Prior to departure on a school activity trip, all pupils riding on the school bus shall receive

safety instruction that includes, but is not limited to, location of emergency exits, location and use of emergency equipment and responsibilities of passengers seated next to emergency exits. Field Trip Student Instruction form must be signed by the driver and the teacher to verify that instruction was provided.

- c. The DISTRICT reserves the right to call periodic bus driver training meetings, at the CONTRACTOR's expense, and require mandatory attendance of all regular drivers working trips under this AGREEMENT. Such meetings shall not exceed three (3) hours per year per driver, not including travel time.
  - d. The CONTRACTOR, at its expense, shall provide sufficient training hours for all drivers to maintain required California Highway Patrol bus driver certification. The CONTRACTOR shall record hours on required TO-1 and TO-2 cards for all drivers
  - e. The DISTRICT reserves the right to have the DISTRICT's Designees check and ride on CONTRACTOR buses and routes throughout the term of this AGREEMENT.
  - f. The DISTRICT reserves the right to have the DISTRICT's Designees speak directly to any driver of the CONTRACTOR regarding a route/student issue.
9. ASSIGNMENTS OR SUBCONTRACTING. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the advance written consent of the DISTRICT, except on a short term, interim basis in the event of emergency. The DISTRICT may require, as a condition of its written consent of any such assignment, transfer or subcontract, satisfactory written evidence that the party or entity proposed by CONTRACTOR to provide services under this AGREEMENT (the "Subcontractor") has sufficient qualifications and ability to meet the DISTRICT's needs and requirements for the specified services in accordance with this AGREEMENT. CONTRACTOR must also provide written confirmation that the Subcontractor can and will ensure all employees used by the Subcontractor to provide the specified services are adequately trained and meet all applicable regulations with respect to services provided to the DISTRICT students, including, but not limited to, background checks. The DISTRICT, at its sole discretion, may reject any Subcontractor if the DISTRICT determines that the Subcontractor cannot or may not meet the requirements of this AGREEMENT for any reason. The CONTRACTOR shall remain solely responsible for, and shall indemnify and hold the DISTRICT harmless for, any claim, harm, damage, or action arising out of the Subcontractor's actions or omissions as set forth in Section 7 above, notwithstanding the DISTRICT's approval of the Subcontractor. The DISTRICT may revoke its consent to any Subcontractor and require the CONTRACTOR to replace the Subcontractor or self-perform the services if the Subcontractor fails to meet any requirements set forth in this AGREEMENT at any time. The DISTRICT shall, should the CONTRACTOR be unable to provide personnel and buses necessary to meet the terms of this AGREEMENT, bring in additional drivers and buses at no cost to the DISTRICT. All costs for such services shall be borne and paid by CONTRACTOR.

The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the advance written consent of the DISTRICT, except on a short term, interim basis in the event of emergency. The DISTRICT shall, should the CONTRACTOR be unable to provide personnel and buses necessary to meet the terms of this AGREEMENT,

bring in additional drivers and buses at no cost to the DISTRICT. All costs for such services shall be borne and paid by CONTRACTOR.

10. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms and conditions of this AGREEMENT the CONTRACTOR is an independent CONTRACTOR and not an Officer, Agent or Employee of the DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR's employees are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the Services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
11. FORCE MAJEURE CLAUSE. The CONTRACTOR will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government when satisfactory evidence thereof is presented to DISTRICT, in writing, within five (5) days after the date on which the CONTRACTOR first failed to provide said services demonstrating that the nonperformance is not due to the fault or negligence of CONTRACTOR.
12. RELATIONS WITH THE PUBLIC. It is the intent of the DISTRICT to obtain the best quality transportation available that incorporates the highest performance standards and safety for the education and benefit of the students transported under this AGREEMENT. The CONTRACTOR agrees to make available personnel to immediately evaluate the performance of any driver upon request of the DISTRICT's Designee(s), at no cost to the DISTRICT. Upon receipt of any performance evaluation, DISTRICT may require CONTRACTOR to replace any personnel providing services to the DISTRICT for any reason at no additional cost to the DISTRICT. The CONTRACTOR will cooperate in all manners within its means in maintaining an image commensurate with the goals of the DISTRICT, The DISTRICT reserves the right to have those CONTRACTOR employees who do not meet these standards removed from service under this AGREEMENT and immediately replaced at no cost to the DISTRICT.
13. EMERGENCY EVACUATION / ACCIDENT PLAN. Prior to the opening of the academic/school year, the DISTRICT's Designees will meet with the CONTRACTOR to establish procedures for use in the event of an emergency, evacuation or accident (the "Emergency Plan"). CONTRACTOR shall develop a written Emergency Plan to be submitted and approved by the DISTRICT prior to providing any services under this AGREEMENT. The CONTRACTOR's Emergency Plan shall be considered part of this AGREEMENT and any failure by CONTRACTOR to meet the requirements of the Emergency Plan shall be grounds for immediate termination of this AGREEMENT. The DISTRICT's approval of the Emergency Plan shall in no way be construed as relieving CONTRACTOR from its obligation to indemnify the DISTRICT from any harm arising under this AGREEMENT.

14. **CONTRACTOR PERSONNEL.** The CONTRACTOR shall provide, at a minimum, the following management and supervisory staff:

- a. **General Manager.** The General Manager shall deal directly with the DISTRICT designee(s) on all matters concerning the implementation and operation of this Contract.
- b. **Operations Supervisor.** The Operations Supervisor shall supervise the School Bus Drivers workforce and is responsible for coordinating the daily operations (driver, routing and vehicle activities) necessary to ensure continuing service and customer satisfaction, working in conjunction with the Safety Training Supervisor and/or the General Manager.
- c. **State Certified Safety and Training Supervisor.** The State Certified Safety and Training Supervisor shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train the CONTRACTOR's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.
- d. **Lead Dispatcher.** The Lead Dispatcher shall be responsible for dispatching, assisting in filling bus schedules and communicating with parents and teachers regarding bus schedules and delays.
- e. **Fleet Maintenance Supervisor.** The Fleet Maintenance Supervisor shall be responsible directly to the General Manager for the safety and mechanical conditions of the CONTRACTOR's vehicles. The CONTRACTOR must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for DISTRICT inspection at all times.
- f. **All personnel assigned to perform under this AGREEMENT shall be subject to continuous approval the DISTRICT. All drivers employed by the CONTRACTOR to provide service in this AGREEMENT shall have and maintain valid California School Bus Driver Certification at all times and meet the standards set forth herein and established by the DISTRICT for employees coming in contact with DISTRICT students. All crimes committed by the drivers shall immediately be communicated to DISTRICT in writing. All drivers are required to follow CHP 82.7 rules and regulations.**
- g. **Should any concern arise regarding the appropriateness of any driver on a route, the CONTRACTOR shall, upon notice from the DISTRICT's Designee(s), immediately remove and replace the driver from conveying any students transported under this AGREEMENT until such time as the concern is resolved. The DISTRICT's Designee(s) may provide verbal or written notice of unsatisfactory service by any driver. The CONTRACTOR will investigate and reply with a written response on steps taken to correct/address the problem within 12 hours. The DISTRICT, at its sole discretion, may determine whether the drive may be reinstated or permanently removed.**
- h. **CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, mental or physical disability, or national origin be excluded from participation in, be denied the benefits of or otherwise be subjected**

to discrimination under this AGREEMENT or under any project, program or activity supported by this AGREEMENT.

- i. CONTRACTOR shall notify and obtain written approval of any change in its agreed upon transportation routes. CONTRACTOR operations staff and all drivers shall be responsible for notifying each parent on their route, in advance, should a route time change become necessary. The driver shall use the route change cards supplied by the DISTRICT's Designee(s). CONTRACTOR must also notify the DISTRICT in writing of any change in route.
- j. The DISTRICT shall provide CONTRACTOR with a list of approved items to be transported with students. All drivers are required to obtain approval from the DISTRICT if asked to transport an item or items other than those approved by the DISTRICT'S Designee(s) prior to transporting any unapproved item.
- k. All drivers shall be required to immediately notify the DISTRICT in writing of any student transported under this AGREEMENT who has not ridden the bus for any one-week period, provided the DISTRICT's Designee(s) has not notified the CONTRACTOR of the impending absence.
- l. All drivers shall follow the routes as approved by the DISTRICT's Designee(s) and shall notify the DISTRICT immediately if any approved route cannot be followed for any reason. The DISTRICT reserves the right to request change of the route assignment of any driver if the best interest of the DISTRICT will be served, in which case, CONTRACTOR shall meet with DISTRICT to develop alternative routes.
- m. It shall be the driver's responsibility to ensure that car seats, seat belts, safety vests, buckle guards, and/or safety vest straps are properly adjusted and fastened as soon as the student transported under this AGREEMENT enters their seat and for the duration of the trip. Electric wheelchairs must be in the "OFF" position for loading and unloading safety. Wheelchair brakes must be in a locked position during transport. CONTRACTOR must ensure students transported under this AGREEMENT who are in wheelchairs are adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the bus. The CONTRACTOR shall not transport any student who cannot be properly and safely transported due to improper or non-working equipment. CONTRACTOR shall notify the DISTRICT's Designee(s) immediately of any student equipment not in proper transport or working condition and follow the DISTRICT's direction with respect to transportation. In no event shall the DISTRICT be responsible for any harm or claim arising from the transportation of any student with improper, non-working, or broken equipment. CONTRACTOR shall indemnify and defend the DISTRICT from any harm or clam arising from the transportation of any student in accordance with Section 7 of this AGREEMENT. CONTRACTOR's notification to the DISTRICT of any improper or non-working equipment shall not relieve CONTRACTOR from its indemnity obligations and shall not be construed as making the DISTRICT liable for any harm or claim resulting from transport of students with improper or non-working equipment. Students transported under this AGREEMENT who have been issued a safety vest must wear the vest during transport.

If the safety vest is not available, the student shall not be transported for safety reasons. All wheelchairs be provided by the parent/guardian. All other safety equipment will be provided by the CONTRACTOR. DISTRICT may request inspection of all safety equipment provided in the CONTRACTOR's vehicles at any time and may require modifications or additions throughout the term of the AGREEMENT at no additional cost to the DISTRICT.

- n. Each school bus driver employed by the CONTRACTOR to provide service to the DISTRICT shall be in good health. Each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis prior to driving a school bus in service of the DISTRICT. Chest x-rays or skin tests shall be required every four (4) years at CONTRACTOR's expense. CONTRACTOR shall establish and maintain a record-keeping system to assure that each driver meets these requirements. These records shall be available for review by the DISTRICT.
- o. CONTRACTOR shall ensure all routes are covered by approved drivers if any driver is ill or becomes unable to provide services.
- p. CONTRACTOR, at its expense, shall assign one employee the task of processing route changes daily. Route changes shall be electronically received by CONTRACTOR's employee from DISTRICT designated contacts only. CONTRACTOR shall not accept or implement any changes to any student's pick up or drop off location without written notice from DISTRICT's designated contact.
- q. Drivers shall be required to transport students in wheelchairs, safety vests or car seats and must receive appropriate training or retraining in special equipment needs before they are allowed to begin transporting these students. All drivers shall be physically capable of performing the required techniques. No driver shall be required to lift students transported under this AGREEMENT on/off the bus.
- r. Drivers shall not be required to transport sick children or children with contagious afflictions (i.e., chicken pox, pink eye, lice). If a driver expects a student is ill or should not be transported for any reason, CONTRACTOR shall notify the DISTRICT immediately.
- s. CONTRACTOR shall provide all drivers with a handbook, which states the driver's duties and responsibilities.
- t. CONTRACTOR shall require all drivers, including substitute and stand-by drivers, to have an accurate timepiece with them while on duty so that the driver can maintain established scheduled route times.
- u. All drivers, including substitute and stand-by drivers, shall be required to have access to, and utilize, up to date Global Positioning System (GPS) technology to allow all drivers to monitor their location and track their routes, at all times.
- v. At no time shall CONTRACTOR disembark a student transported under this AGREEMENT at a specific location without a receiving adult in attendance unless the

student's parent or guardian has executed a Release from Responsibility form. Each driver shall notify Dispatch and await instructions when there is no parent or guardian present to receive a student transported under this AGREEMENT without such signed form. The DISTRICT's Designee(s) will notify CONTRACTOR when a completed Release from Responsibility form has been executed authorizing the CONTRACTOR to leave a student transported under this AGREEMENT at a specific location without a receiving parent or guardian in attendance. Prior to notifying the CONTRACTOR, the DISTRICT's Designee(s) will require that this form be signed by the student's parent or guardian and by an authorized signaturor of the DISTRICT. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student transported under this AGREEMENT without a receiving parent or guardian in attendance, and no Release From Responsibility form has been signed, and the CONTRACTOR has been properly advised, the CONTRACTOR shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.

- w. When specified by the DISTRICT's Designee(s), a student transported under this AGREEMENT may be required to transfer from one bus to another on any trip to or from school. At no time will the CONTRACTOR transfer any student transported under this AGREEMENT without the prior approval of the DISTRICT's Designee(s).
- x. Any/all information given to drivers regarding students is to be considered confidential and under no conditions shall this information be used in violation of privacy rights of the students, their parents or guardians or caregivers. Any breach of confidentiality may result in legal action and/or disciplinary action against those responsible. Information/old route sheets must be shredded as soon as a replacement route sheet is generated. Drivers shall not discuss any student information or data.
- y. All drivers shall be neatly groomed, appropriately dressed in uniform, and wear a company I.D. badge with name and picture. Drivers shall not smoke or use tobacco products and shall not eat while on a route.
- z. Drivers shall be evaluated by the CONTRACTOR at least once each year for the purpose of observing his/her driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the CONTRACTOR during the term of the driver's employment by the CONTRACTOR, plus one (1) year thereafter and shall be sent to the DISTRICT. All drivers assigned to perform services under this AGREEMENT shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of a school bus accident, the school bus driver shall be re-evaluated and retrained.
- aa. CONTRACTOR shall comply with the applicable provisions of Education Code section 45125.1 with respect to all employees who may come in contact with DISTRICT students. Pursuant to Education Code section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as

specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment. CONTRACTOR must also provide the DISTRICT, annually on August 1 of each year, with a list of all employees providing services pursuant to this AGREEMENT. In performing the services set forth in this AGREEMENT, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list.

15. **STAND-BY DRIVERS.** CONTRACTOR shall provide sufficient regular CHP certified stand-by drivers on a daily basis. Stand-by drivers shall constitute a minimum of and, in any event, not less than ten percent (10%) of the total number of regularly scheduled drivers. These stand-by drivers are to report to work on a schedule set by the CONTRACTOR and approved by DISTRICT's Designee(s) to assure that routes will not be missed because of late or absent drivers. All Stand-by Drivers shall be subject to the same rules and requirements as applicable to CONTRACTOR's regular drivers.

In addition to the foregoing requirements, no relief, stand-by or newly assigned regular driver shall be dispatched on a route under this AGREEMENT without being fully trained by the CONTRACTOR in the use of any and all equipment needed to safely transport the students transported under this AGREEMENT on the route and approved by the DISTRICT. Each driver must receive a full orientation by the CONTRACTOR as to the type of student and/or conditions to be expected on the route, special problems and a review of the route sheet.

16. **SCHOOL BUS ASSISTANTS.** The DISTRICT may employ and assign school bus assistants for pupils who require assistance, because of the nature and/or severity of their handicapping condition. CONTRACTOR shall cooperate with DISTRICT and DISTRICT employee to enable the employee to provide the appropriate assistance to the student.

17. **COLLECTIVE BARGAINING AGREEMENTS AND PREVAILING WAGE RATE.** Prior to commencement of services under this AGREEMENT, the parties hereto shall formulate a plan for continuing transportation services to students transported under this AGREEMENT during a work stoppage or labor dispute that would disrupt transportation services to the DISTRICT and said plan shall be a part of any labor agreement between CONTRACTOR and CONTRACTOR'S employees.

CONTRACTOR shall comply with all wage requirements with respect to all paid employees of the CONTRACTOR during the entire term of the AGREEMENT and shall indemnify and hold the DISTRICT harmless for any claim or damage arising from CONTRACTOR's payment of wages. CONTRACTOR shall be solely responsible for determining the wage requirements applicable to its employees.

In addition to the provisions contained in the section entitled TERMINATION OF AGREEMENT, the DISTRICT reserves the right to assign the areas covered by this section to another CONTRACTOR, either in whole or in part, whenever the CONTRACTOR is unable to perform due to lack of personnel or buses, or upon the occurrence of such other conditions as are specified in the paragraph entitled MAJEURE. In this event the assignment will cover the period in which the CONTRACTOR is unable to perform and will end, with the DISTRICT's agreement, when the CONTRACTOR has presented satisfactory evidence to the DISTRICT that the CONTRACTOR is able to perform the work hereunder.



Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this AGREEMENT, the CONTRACTOR shall immediately give notice thereof including all relevant information with respect thereto to the DISTRICT.

Ninety (90) days prior to the beginning of each academic year or upon request, the CONTRACTOR shall provide the DISTRICT with a report on the current status of CONTRACTOR's employer-employee relations.

18. **ACCIDENT NOTIFICATION AND REPORTS.** The CONTRACTOR must immediately notify the DISTRICT's Designee(s) of an accident involving a school bus operating under this AGREEMENT. Further, the CONTRACTOR must provide updated information to the DISTRICT's Designee(s) as it becomes available. Initial accident reports may be delivered verbally, however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as possible but in no event later than 24 hours after the accident. THE CONTRACTOR must provide the California Highway Patrol / Police reports to the Designee(s) as soon as it becomes available.
19. **LEA BILLING.** CONTRACTOR shall provide all necessary information, including student specific data, by the deadlines required by the DISTRICT, to enable the DISTRICT to seek and obtain Medi-Cal reimbursement for all eligible students receiving any service from CONTRACTOR. To the extent required, CONTRACTOR shall promptly complete and submit any documentation to enable the DISTRICT to seek Medi-Cal reimbursement and maintain documentation to track the information needed by the DISTRICT. The DISTRICT may request, and CONTRACTOR shall provide, specific student data to comply with the State's requirements for any reimbursement throughout the term of this AGREEMENT. Nothing in this section shall be construed as entitling CONTRACTOR to receive any Medi-Cal reimbursement payments either from the DISTRICT or directly from the State transportation.
20. **ACCOUNTING AND BILLING.** The CONTRACTOR shall provide the DISTRICT's Designee(s) with an alphabetical listing of drivers and their routes within twenty-four (24) hours of completion of any bid. For billing purposes, a driver's consolidation is comprised of single/multiple routes in the morning/midday/afternoon. Each driver consolidation must be approved by the DISTRICT's Designee(s) before payment will be authorized. CONTRACTOR shall assign hours and prepare a billing consolidation, which shall be the basis of charge for all regular school days. Route standards will be calculated for routes, which are run on an irregular basis. Once approved by the DISTRICT's Designee, any changes which are not authorized by the DISTRICT's Designee(s) will constitute a change in billing and will not be paid by the DISTRICT.

For the first two (2) weeks of the academic year for each member LEA of the DISTRICT, as defined by the DISTRICT approved calendar, the hours established effective on the first day of school shall be the only basis of change for all regular school days. Consolidation changes, additions and deletions will not change the billing computation for the first two (2) weeks for each LEA; however, cancelled routes will be deducted from the billing computation. Therapy and Vocational Education activities will not be included in the initial billing unless that activity starts on the first day of school.

After the first two (2) weeks for each LEA, the established hours will be revised to reflect actual route time, not to include any deadhead time to and from the CONTRACTOR location. Thereafter, an accounting adjustment will be made with each route change. The CONTRACTOR shall provide a monthly accounting summary report within ten (10) working days, in arrears, to the DISTRICT's Designee(s). This report shall summarize routes by time, by day and also reflect changes to route assignments and penalties assessed by the DISTRICT's Designee(s). Billing information will be separated by student's District of Residence and by District of Service. Billing will also include the students identified by route, in an Excel format. The DISTRICT's Designee may change the monthly accounting summary report within fifteen (15) days of the date received if the summary does not accurately reflect the services received by the DISTRICT or the charges justified by the CONTRACTOR. Differences between actual hours and the established hours will be reviewed and retroactive adjustments will be made as required.

The DISTRICT will pay the 3-hour minimum Daily Rate per route or consolidation for live time of student transportation, excluding any deadhead time to and from the CONTRACTOR's locations. As set forth in the RFB, CONTRACTOR provided price proposals for two options, to be chosen by the DISTRICT at the DISTRICT's sole discretion: 1) the "CONTRACTOR Provided Fuel" Model, in which CONTRACTOR's total rate includes all associated fuel costs and 2) the "Fuel Reimbursement" Model, in which the DISTRICT will reimburse CONTRACTOR for the cost of fuel used by CONTRACTOR to provide the specific transportation services required herein. The DISTRICT hereby selects the Fuel Reimbursement Option and therefore, the DISTRICT will reimburse CONTRACTOR for actual fuel costs exclusive to the services under this AGREEMENT. DISTRICT paid Fuel Reimbursement Model to include deadhead mileage fuel costs from either the 2713 River Avenue Rosemead, CA location, 1326 E 9<sup>th</sup> Street Pomona, CA location, or park-out locations with prior-written approval by the DISTRICT.

The DISTRICT will have sole discretion to determine the start/end location of each route between the identified CONTRACTOR locations. When the DISTRICT covers a route for the CONTRACTOR, the actual time will be deducted and the 3-hour minimum Daily Rate will not apply.

While the DISTRICT has selected the Fuel Reimbursement Model, the DISTRICT reserves the right to revert to the fuel included rates provided in CONTRACTOR's RFB response via the "CONTRACTOR Provided Fuel Model" at any time throughout the term of the AGREEMENT, which are attached hereto as Exhibit "A," by providing written notice to CONTRACTOR.

The CONTRACTOR shall provide the DISTRICT with detailed fuel invoices/receipts and mileage reports specific to each vehicle used under this AGREEMENT, exclusive to the DISTRICT transportation services. The fuel reports should be consistent with and demonstrate the 7.0 mile per gallon estimate provided by the CONTRACTOR. The DISTRICT shall only be required to reimburse CONTRACTOR for fuel costs upon receipt of adequate documentation demonstrating the fuel costs attributed to services provided by the DISTRICT as set forth herein. The DISTRICT shall not be required to issue the entire amount of fuel reimbursement sought by CONTRACTOR if CONTRACTOR fails to provide adequate

documentation and the DISTRICT may issue partial payment in response to CONTRACTOR's reimbursement requests if CONTRACTOR fails to provide adequate documentation. CONTRACTOR has identified its intent to utilize "wet fueling" through a contract with a vendor and/or utilize local Cardlock facilities for fueling. DISTRICT reserves the right to require CONTRACTOR to utilize Cardlock facilities at any time during the term of this AGREEMENT for any reason, including if the DISTRICT determines that CONTRACTOR's wet fueling charges are more than 10% higher than the rates available at Cardlock facilities, to be determined solely by the DISTRICT.

The 3-hour minimum Daily Rate will not apply to those driver consolidations that are not assigned a permanent driver and will be billed for actual time at the excess hour rate until a permanent driver (not a cover driver) is assigned.

Hours in excess of the 3-hour minimum Daily Rate shall be reimbursed at the excess hourly rate, calculated to the minute of excess time. If the ending time of a route only allows the driver sufficient time to reach their next tiered route, time will be paid straight through. In all other cases, only actual live time will be paid. If the first pick-up in the morning, or the last drop-off in the afternoon is absent and four (4) hours' notice is given to the CONTRACTOR, that time will be deducted from the billing computation.

Following initial review and approval, CONTRACTOR shall not add buses or routes except as authorized in writing in advance by DISTRICT.

The CONTRACTOR shall prepare an additional billing consolidation for holidays and other special days.

21. CANCELLED ROUTES OR DAILY SERVICE. The DISTRICT shall not be obligated to accept or pay for any service herein agreed to be furnished by the CONTRACTOR on any day transportation is not needed, provided the DISTRICT's Designee(s) has notified the CONTRACTOR no later than four (4) hours before the route was to be run. The DISTRICT reserves the right to use drivers and buses of cancelled routes for other purposes (i.e., field trips, route evaluations, etc.) on the days the route is cancelled.
22. UNSCHEDULED CLOSING OF SCHOOLS. The DISTRICT shall not be obligated to accept or pay for services on those days when, by the direction of the DISTRICT, or by any other lawful mandate, DISTRICT classes or schools are closed to ensure the health and safety of the students or for any other lawful reason. The DISTRICT's Designee(s) shall notify the CONTRACTOR immediately upon notification of such closure.
23. OTHER DAYS. "Other" days are those days when school is not in full session. On such "Other" days, as designated by the DISTRICT's Designee(s) the number of buses and the type of service shall be on an "as-requested" basis. A separate billing consolidation will be prepared on such "Other" days.
24. DAMAGES ON FAILURE TO PROVIDE SERVICE. It is agreed by the CONTRACTOR and the DISTRICT that due to the nature of the services to be rendered it would be impractical and extremely difficult to fix the actual damage caused by a failure to provide service under the AGREEMENT. Accordingly, the DISTRICT, at its sole discretion, shall have the right to

assess as penalty the amount(s) set out below, in addition to the rights and remedies granted to the DISTRICT for deficient performance:

- a. \$200.00 (Two hundred dollars) shall be assessed for each morning route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (routes starting in the morning)
- b. \$200.00 (Two hundred dollars) shall be assessed for each midday route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (routes starting midday.)
- c. \$200.00 (Two hundred dollars) shall be assessed for each afternoon route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (routes starting in the afternoon)
- d. In addition, failure of the CONTRACTOR to provide the DISTRICT's Designee(s) immediately or within a reasonable time, as dictated by the nature of the occurrence or incident, complete and accurate information relating, but not limited to, late routes, routes covered by stand-by/cover drivers, accidents, shortage of spare buses or the failure to use properly equipped buses as required by this AGREEMENT, will result in an assessment of liquidated damages of \$200.00 (Two hundred dollars) per day and continuing at said rate for so long as CONTRACTOR fails to meet the requirements of this paragraph.
- e. An additional penalty of \$100.00 (One hundred dollars) will be assessed if lateness is a result of insufficient drivers or spare buses.
- f. At the beginning of each academic year, the CONTRACTOR shall have a period of six (6) weeks in which no penalties will be assessed.
- g. Prior to assessing any penalties, the DISTRICT shall allow the CONTRACTOR five (5) business days in which to verify and/or justify the deficiency, which has led to the potential penalty. Notification of failure to provide service need only to be given once. The CONTRACTOR will be held responsible for deficiencies throughout the contract year.

Assessment of such penalties by the DISTRICT shall in no way relieve the CONTRACTOR of its obligation to provide spare buses and certified drivers sufficient to cover all interruptions in service to the DISTRICT due to failure of equipment or lack of personnel.

25. **ADJUSTMENT OF RATES.** As full and complete consideration and compensation for all services provided by the CONTRACTOR pursuant to this AGREEMENT, the CONTRACTOR shall receive payment at the rates set forth in the rate schedule, attached to this AGREEMENT as Exhibit A, which shall include any and all rate increases applicable to the CONTRACTOR's services throughout the term of this AGREEMENT. While the DISTRICT has selected the fuel reimbursement model, the DISTRICT reserves the right to revert to the fuel included rates via the "CONTRACTOR Provided Fuel Model" at any time during the AGREEMENT upon written notice to CONTRACTOR, in which case

CONTRACTOR shall adjust its rates to the “fuel included rates” set forth in CONTRACTOR’s bid response and attached hereto as Exhibit “A”. In no event shall the CONTRACTOR be entitled to any additional or supplemental payment or increase in compensation for any costs or services provided pursuant to this AGREEMENT without the prior written approval of the DISTRICT.

26. ROUTES AND SCHEDULES. CONTRACTOR shall work with DISTRICT to develop specific bus routes, schedules, pick-up/drop-off locations, loading/unloading zones and times for all Local Educational Agencies receiving services pursuant to this AGREEMENT (the “Schedule Routes”). The DISTRICT, at its sole discretion, may design specific routes during the term of the AGREEMENT which the CONTRACTOR must implement and maintain. Upon request, the CONTRACTOR shall provide the DISTRICT access to CONTRACTOR routing software to develop routes, edit routes proposed by CONTRACTOR, and/or implement routes developed by the DISTRICT using other routing software at no additional cost or fee to the DISTRICT. Throughout the term of the AGREEMENT, the DISTRICT will have discretion to require changes to the start/end location of each route amongst the CONTRACTOR locations identified at no additional cost to the DISTRICT. All routes for home to school transportation shall be planned to ensure no student is on the bus for greater than 60 minutes unless prior express written permission from DISTRICT is obtained. CONTRACTOR shall submit proposed Scheduled Routes for the DISTRICT’s review and approval for every Local Educational Agency (LEA) that is to receive services by CONTRACTOR along with confirmation that each scheduled route meets the 60 minutes or less requirement. The Scheduled Routes shall be separated according to LEA, so each participating LEA will have a set of self-contained Scheduled Routes for their students. All Scheduling Routes and related information provided by CONTRACTOR shall clearly indicate the school and Local Education Agency attended by each student. Upon written approval of the DISTRICT, CONTRACTOR must ensure the Scheduled Routes are followed by all drivers without exception or deviation. DISTRICT reserves the right to request revisions to the Scheduled Routes throughout the term of the AGREEMENT as deemed necessary and add special routes for special events or address special needs. Following initial review and approval, CONTRACTOR shall not add buses or routes except as authorized in writing in advance by DISTRICT.

If the CONTRACTOR is asked to travel on a public road or enter private property that in the opinion of the CONTRACTOR endangers DISTRICT students, personnel or equipment, the DISTRICT’s Designee(s) must be notified immediately. The CONTRACTOR shall send safety and training personnel to evaluate the area and immediately provide a written assessment of the public road or private property to the DISTRICT. DISTRICT reserves the right to require CONTRACTOR to provide an alternative route if the route is determined to be dangerous. However, DISTRICT’s approval of any route shall in no way be construed as relieving or altering CONTRACTOR’s indemnity requirements as set forth in Section 7 herein.

The CONTRACTOR shall provide the DISTRICT with route masters, which list all students to be transported, at least two (2) weeks prior to the first day of each academic session. The route masters shall include: the name of each student, the school district/LEA that the student attends, the order of pickup or delivery, pickup or delivery address, the school and program to which the student is assigned, the arrival and departure times of the assigned routes, the size

and type of student equipment, and an indication of whether or not the student requires special handling.

The CONTRACTOR shall notify the parent(s) or guardian(s) of each student, no later than one (1) week prior to the beginning of the school year, of the time and location of pick-up and drop-off.

Final routes, will be provided to the DISTRICT no later than two (2) weeks before school starts. The DISTRICT's Designee(s) reserves the right to change school hours, routes, consolidations and schedules at any time provided that the CONTRACTOR will be given at least three (3) days prior written notice. During the first month of school, the CONTRACTOR recognizes that numerous changes in routes and schedules may be required and will cooperate with DISTRICT's Designee(s) to implement required changes as quickly and orderly as possible.

All routes must originate from the CONTRACTOR's identified locations, to be determined at the sole discretion of the DISTRICT, and drivers may start routes from their personal homes or another location with prior-written approval from the DISTRICT. Prior to the beginning of the route, CONTRACTOR must ensure that a CONTRACTOR employee inspects and certifies that the bus is suitable for service by inspecting the condition of the bus and ensuring all equipment required for transportation services by this AGREEMENT are operational on the bus. CONTRACTOR shall be solely responsible for identifying the employee with the requisite knowledge to provide the required inspection and certification and may assign drivers with the inspection responsibility. However, CONTRACTOR shall be solely responsible for any harm, claim, or damage resulting from an incomplete or inadequate inspection. CONTRACTOR must also ensure the driver is in proper condition to provide transportation services by checking to ensure the driver is able to provide driving and all associated services required by this AGREEMENT, including, but not limited to, ensuring the driver is not under the influence of any medication, drug, or suffers from any condition, including sickness or lack of sleep, that may affect their ability to provide driving or the transportation services required by this AGREEMENT. If CONTRACTOR determines any vehicle or driver is not fit for service, CONTRACTOR shall provide a replacement to immediately meet its contractual and service requirements and shall not be excused from any resulting delay. CONTRACTOR shall indemnify DISTRICT from any harm arising from CONTRACTOR's failure to provide proper drivers and equipment as set forth in the indemnity requirements in section 7 and no certification or inspection performed by CONTRACTOR shall release CONTRACTOR from its indemnity requirements.

27. **ROUTE BIDS**. Since frequent changes in drivers have an adverse effect on the students, bidding for routes among CONTRACTOR's drivers may occur no more than: 1) At the beginning of the School Year; 2) At the beginning of the Extended School Year. Once a driver is assigned to a route, he/she must remain on the route unless the DISTRICT initiates a change in routing or a replacement driver is requested by the DISTRICT.
28. **DRY RUNS**. Orientation dry runs - morning, midday and afternoon, will be conducted for all routes prior to the beginning of a new school year and/or extended school year and each time a route is changed. Parent information cards including route number, driver's name and

pickup/drop off time, will be required for all routes during each dry run. The cost of the dry runs and driver orientation shall be borne by the CONTRACTOR. Each parent or guardian shall receive a route change notification for their student prior to any route change.

29. **SCHOOL BUS REQUIREMENTS.** The CONTRACTOR shall provide only certified school buses which meet all applicable regulations and laws relating to student transportation in California including all relevant requirements of the California Vehicle Code, Titles 5 and 13 of the California Administrative Code, all applicable rules, regulations and orders of the California Highway Patrol and the California Education Code. DISTRICT desires that at no time shall the age of any special education bus used exceed the maximum age of eight (8) years on August 1st of each year; however, DISTRICT will consider approving vehicles up to twelve (12) years of age if the CONTRACTOR makes a request in writing.

All buses must meet or exceed the safety standards for school buses as established by Federal Motor Safety Standards and do not violate the following requirements: All buses shall have tinted windows, white roofs, and shall provide forward-facing location for wheelchairs and shoulder straps. All special education buses and vehicles must have a climate-controlled environment to include operable air conditioning to meet the health and comfort needs of all students being transported. Walk-on special education vehicles must have a minimum capacity of eighteen (18) passengers. Wheelchair special education vehicles must have a minimum capacity of four (4) forward-facing wheelchair positions and three (3) walk-on positions. Transit buses, used for extracurricular activities and field trips, must have a minimum capacity of forty (40) students and adults with seatbelts.

Each vehicle must be equipped with a Zonar system or other comparably equipped electronic tracking system. CONTRACTOR shall ensure this system is in working order at all times throughout the contract. CONTRACTOR shall provide access and instruction on system use to the DISTRICT. CONTRACTOR shall provide the DISTRICT with any or all reports available from this system as requested by the DISTRICT. Additionally, each vehicle must be equipped with a video and sound surveillance system, further detailed in section 31.

All buses on regularly assigned routes shall have route numbers readily displayed near the entrance door of the vehicle on placards no smaller than 6" x 6" with font no less than 3". Route numbers shall be displayed at all times. Route numbers shall be displayed at all times.

All buses the CONTRACTOR proposes to furnish shall be subject to the approval and acceptance of the DISTRICT. A bus offered which, in the opinion of the DISTRICT, is not suitable for its intended use shall be immediately replaced by a bus of design acceptable to the DISTRICT at no additional cost to the DISTRICT. The DISTRICT's approval or review of any bus shall in no way limit CONTRACTOR's requirements to ensure each bus meets the requirements set forth herein or reduce CONTRACTOR's obligation to indemnify and defend the DISTRICT for any harm arising from its failure to provide proper vehicles as set forth herein.

All buses shall meet requirements of construction as established by Federal Motor Vehicle Safety Standards Numbers 217, 220, 221 and 222 inclusive. The CONTRACTOR must furnish an Inspection Approval Certificate issued by the California Highway Patrol certifying

that any bus used in this AGREEMENT is in compliance with said provisions of the Vehicle Code and Regulations of the State Board of Education. The CONTRACTOR agrees that all buses be supplied with a hand-held stop sign for red-light crossing. The CONTRACTOR agrees that all buses shall be in excellent mechanical condition and appearance at all times. The DISTRICT reserves the right to inspect buses and associated equipment at any time during this contract. Buses which are deemed to be unfit for providing the required service or which do not have a current certification shall immediately be replaced by the CONTRACTOR with another bus in proper condition of the appropriate size, type and capacity. All required special education equipment shall be installed on all such replacement buses.

All buses, including spare buses, identified as being used for the transportation of students under this AGREEMENT, shall be equipped with seat belts, shoulder safety straps, and all safety devices (i.e.: safety vests, buckle guards, child seats) needed to provide for the safe transportation of riders.

All buses, including spare buses, shall be equipped with 10B:C fire extinguishers, bodily fluid kits, first aid kits and a hand-held stop sign for red-light crossing.

If, during the period of the AGREEMENT, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modifications or installation shall be made by the CONTRACTOR without notification from the DISTRICT. The cost of such modification and/or installation shall be borne by the CONTRACTOR and evidence of completion shall be provided to the DISTRICT.

Regular preventive maintenance as approved by the bus manufacturer shall be practiced on all buses. Buses shall be cleaned inside and out as necessary and repairs to visible body damage, inside and out, shall be made immediately after such damage occurs.

30. SPARE BUSES. In order to provide the DISTRICT with immediate service in the event of bus breakdown, the CONTRACTOR will maintain an adequate number of licensed, CHP certified and compliant spare buses with a minimum of ten percent (10%) spare bus factor for each type and capacity, including leased buses. Spare buses are to be idle during the hours of 6:30 a.m. to 9:30 a.m. and 1:30 p.m. to 4:30 p.m. on school days.

Spare buses shall not be dispatched without appropriate student equipment as designated on the route sheet and are subject to all requirements applicable to CONTRACTOR's vehicles as set forth herein. Failure to provide such equipment will constitute a failure to provide service as outlined in DAMAGES ON FAILURE TO PROVIDE SERVICE.

31. COMMUNICATION SYSTEM. The CONTRACTOR shall guarantee that all buses under this AGREEMENT, including spare buses, be equipped with 12.5 kHz efficiency technology in accordance with Federal Communications Commission (FCC) narrow banding regulations for each mobile two-way communication system. The wattage power of the base station and mobile radio units shall be sufficient with ninety-five (95%) operability to a distance of ten (10) miles beyond any boundary of Los Angeles County from the transmitting tower and the frequency band shall be used solely for the DISTRICT. CONTRACTOR shall develop and submit for the DISTRICT's approval a written communication plan in which the



CONTRACTOR establishes how all LEAs will be notified of any problems, changes, or delays in any transportation services (the "Communication System"). The Communication System shall ensure all drivers are required to immediately notify the CONTRACTOR of any problem, change or delay in transportation. CONTRACTOR will then relay the information to the DISTRICT. CONTRACTOR shall call the person designated by the DISTRICT to receive messages for the specific LEA until CONTRACTOR speaks to a person who confirms the information has been received by the LEA. CONTRACTOR shall be prepared to work closely with the DISTRICT to implement any new technology upgrades and shall take all steps necessary to ensure the DISTRICT has the ability to communicate with CONTRACTOR and all working drivers at all times.

The CONTRACTOR shall have installed and maintained at its bus yard a direct telephone tie line to the DISTRICT's Transportation Designee.

32. DIGITAL VIDEO/AUDIO CAMERAS AND GLOBAL POSITIONING SYSTEM (GPS)  
Each vehicle shall be equipped with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. The video camera(s) shall capture and record images and audio, either on the in-vehicle recording unit or in a remote location, which must be copied/retained by the CONTRACTOR and reviewable immediately upon request by DISTRICT for at least 60 calendar days.
33. LOCATION OF EQUIPMENT. The CONTRACTOR shall maintain the necessary equipment for performance of the work to be done at agreed-upon locations within Los Angeles County. The DISTRICT will only be billed for actual live ride time and not any deadhead to and from the CONTRACTOR location. The DISTRICT will have sole discretion to adjust or change the start/end locations for each route under the AGREEMENT at no additional cost or charge to the DISTRICT.
34. CONTRACTOR REPORTS. The CONTRACTOR agrees to provide the DISTRICT with periodic reports and studies, as requested by the DISTRICT's Designee(s) including, but not limited to, the following information. All reports shall be organized and separated by the Local Education Agency receiving services, so each Local Education Agency will receive a report including all information related to their students as District of Residence. Any information related to individual students will indicate the Local Education Agency that the student attends. The reports discussed herein shall also include all information necessary to meet CONTRACTOR's LEA Billing requirements, as set forth in Section 19 above, including all student information required or requested by the DISTRICT throughout the AGREEMENT. DISTRICT, at its sole discretion, may request further information or changes to CONTRACTOR's services based on the provided reports. However, DISTRICT's acceptance of any report shall in no way be construed as making the DISTRICT liable for any information provided in the reports nor shall submission of any report be construed as limiting, changing, or eliminating CONTRACTOR's obligation to defend and indemnify the DISTRICT for any harm or claim resulting from CONTRACTOR's services, as set forth in Section 7 herein.
  - a. Provide reports on a daily basis notifying the DISTRICT's Designee(s) of any deviations or changes from any route, for missed trips and routes driven by cover drivers, or combined/split routes.

- b. Provide computerized monthly bus utilization and employee (bus driver) timesheet information in a format specified by the DISTRICT's Designee(s) which will permit the DISTRICT's Designee(s) to verify routes actually run by each bus and driver and to compare this information to the routing and billing information generated by the DISTRICT's Designee(s) routing system.
  - c. Bi-monthly driver time checks including live time and deadhead as well as city of residence.
  - d. Provide written unusual incident reports to DISTRICT's Designee(s) within twenty-four (24) hours of any incident.
  - e. Copies of all California Highway Patrol Approval Inspection Certificates and reports on buses and the terminal.
  - g. Notification of hazards or obstacles as observed by the CONTRACTOR personnel along routes and schedules provided by the DISTRICT's Designee(s).
  - h. Monthly listing of assigned bus number to assigned driver.
  - i. Monthly reports of daily mileage and actual fuel costs (invoice/receipts) for each bus.
  - i. Yearly mileage report for all buses used to transport students under this AGREEMENT.
35. BUS DISCIPLINE/HEALTH INCIDENTS. School bus drivers are responsible for rider discipline on their buses in accordance with CCR, Title 5, Section 14103 and any Administrative Regulations to be provided by the DISTRICT. Said Administrative Regulation may establish the procedure to be followed in the event of incidents of misconduct on the part of a student. No student transported under this AGREEMENT is to be suspended from transportation services except by the DISTRICT's Designee(s) according to Education CODE 48911(a) (h).

The procedure to be used with any student transported under this AGREEMENT for any disruptive occurrence while in transit is for the driver to radio for special instructions from the DISTRICT's Designee(s) and the student's school principal. Upon completion of a route when such instruction has been required, the driver must complete an incident report that must be delivered to the DISTRICT's Designee office within twenty-four (24) hours. Incident reports must also be completed by any driver who experiences a problem and cannot identify an individual for citation on the day of the incident or, if not possible, by 12:00 p.m. the following day.

The CONTRACTOR will report serious or persistent student misconduct to the DISTRICT's Designee(s). The DISTRICT's Designee(s) or authorized DISTRICT personnel, as appropriate, shall then impose reasonable disciplinary measures upon the students as referenced above.

**36. TERMINATION OF AGREEMENT.**

- A. For Convenience. The DISTRICT may terminate this AGREEMENT, at any time during its term, without cause, upon twenty (20) days written notice to the CONTRACTOR. Upon termination without cause, the DISTRICT shall issue payment to CONTRACTOR for all services provided and received by the DISTRICT prior to the date of termination to be determined by the DISTRICT. The DISTRICT may also unilaterally revise the services provided by the CONTRACTOR through written notification and may hire additional and separate entities to provide transportation services upon the reduction of the CONTRACTOR's services. CONTRACTOR shall not be entitled to any additional fee or payment, if the DISTRICT terminates the AGREEMENT or revises the CONTRACTOR's services pursuant to this section.
- B. For Cause. The DISTRICT may terminate this AGREEMENT upon written notification if CONTRACTOR fails to provide any services or meet any requirements set forth herein or if the CONTRACTOR, or any of its drivers, violates any law or regulations applicable to its services. In the event of termination for cause, in addition to the remedies and damages set forth herein, CONTRACTOR shall be liable for all damages and costs incurred by the DISTRICT to address CONTRACTOR's failure to perform.
- C. In the event of a dispute between the Parties as to performance of CONTRACTOR's services or the interpretation of this AGREEMENT, or payment or nonpayment for services rendered or not rendered, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to provide all services required by this AGREEMENT unless instructed by DISTRICT in writing to stop any services. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop services, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the AGREEMENT has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration.

37. **NO WAIVER OF DEFAULT.** The omission by either party at any time to enforce any default or right reserved to it or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.

38. **DISPUTE RESOLUTION.** The parties agree to meet and confer in good faith on all matters and disputes under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the date and year first above written.

**DISTRICT:**  
COVINA-VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Robert McEntire

Title: Chief Business Officer

Date: \_\_\_\_\_

**CONTRACTOR:**  
DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.,  
its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**  
Atkinson Andelson Loya Ruud & Romo

By: \_\_\_\_\_

Name: Stephen M. McLoughlin, Esq.

Title: Legal Counsel for DISTRICT

Date: \_\_\_\_\_

**Exhibit A**

# BID FORM

FOR

**SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES  
FOR ELEVEN LOCAL EDUCATIONAL AGENCIES OF THE  
EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL  
PLAN AREA (SELPA)**

**BID NO. 18-19-101**

**FIRM NAME:** Durham School Services, L.P.

**ADDRESS:** 2601 Navistar Drive

Lisle, IL 60532

**TELEPHONE:** ( 630 ) 821-5400      **FAX:** ( 630 ) 821-5385

**E-MAIL ADDRESS:** mherington@durhamschoolservices.com

**BID FORM (18-19-101)**

**Please complete the following forms to establish the number of vehicles that your company will provide and rates. Please note that all Bidders are asked to provide proposals based on 1) CONTRACTOR Provided Facility/Fuel and 2) CONTRACTOR provided location and DISTRICT Reimbursed Fuel at Actual Costs. DISTRICT reserves the right to choose the option that best meets the DISTRICT's needs.**

**Bidder must indicate if only willing to offer services to limited routes and/or Member Districts. The DISTRICT, at its sole discretion, shall determine if it will consider entering into separate agreements for limited routes and/or Schools of Attendance within select Member Districts, in which case Bidder may only be offered a contract to provide services within to specific routes and/or Schools of Attendance within select Member Districts, to be determined by the DISTRICT.**

I, the below-indicated Bidder, declare under penalty of perjury under the laws of the State of California, that the information provided, and representations made in the following proposal, are true and correct.

Durham School Services, L.P.

\_\_\_\_\_  
Name of Bidder Firm– please print

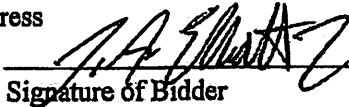
John A. Elliott Jr.

\_\_\_\_\_  
Proper Name of Bidder – please print

2601 Navistar Drive, Lisle, IL 60532

\_\_\_\_\_  
Address

By:



Signature of Bidder

Date: 9/25/2018

By: Durham Holding II, L.L.C., its General Partner

**Identify and describe cost of Performance Bond to be included in the fees charged to the DISTRICT, if any, including the amount and frequency of charge:**

\$47,213/year for Contractor Fuel option and \$40,717/year for District Fuel option.

**Home-to-School Transportation**  
**CONTRACTOR Provided Facility/Fuel**

**August 1, 2019 through July 31, 2020**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$378.38	\$54.00
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$385.80	\$54.00
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$267.00	\$89.00

**August 1, 2020 through July 31, 2021**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$389.73	\$55.62
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$397.37	\$55.62
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$275.01	\$91.67

**August 1, 2021 through July 31, 2022**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$401.42	\$57.29
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$409.29	\$57.29
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$283.26	\$94.42



**Home-to-School Transportation**  
**CONTRACTOR Provided Facility/Fuel (cont.)**

**August 1, 2022 through July 31, 2023**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$413.46	\$59.01
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$421.57	\$59.01
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$291.76	\$97.25

**August 1, 2023 through July 31, 2024**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$425.86	\$60.78
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$434.22	\$60.78
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$300.51	\$100.17

**If appropriate, Bid is limited to the following Routes and/or Schools of Attendance within the following Member District(s):**

Bid is limited to a contract for all home to school routes.

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\*For the "Maximum # of Buses" section, Bidders shall identify the maximum number of buses they are prepared to provide for each category of services. The actual number of buses will depend on the specific routes to be provided but, for the purposes of bidding, bidders must identify the maximum number of buses they will be able to provide throughout each term. If the Bidder has no maximum number of buses, please indicate "as needed".

## Home-to-School Transportation

### CONTRACTOR Provided Facility/DISTRICT Reimbursed Actual Fuel Costs

**August 1, 2019 through July 31, 2020**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$326.39	\$44.00
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$332.79	\$44.00
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$237.00	\$79.00

**August 1, 2020 through July 31, 2021**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$336.18	\$45.32
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$342.77	\$45.32
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$244.11	\$81.37

**August 1, 2021 through July 31, 2022**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$346.27	\$46.68
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$353.05	\$46.68
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$251.43	\$83.81

**Home-to-School Transportation**

**CONTRACTOR Provided Facility/DISTRICT Reimbursed Actual Fuel Costs**  
**(cont.)**

**August 1, 2022 through July 31, 2023**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van Walk on</b>	As Needed	3	\$356.66	\$48.08
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$363.64	\$48.08
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$258.96	\$86.32

**August 1, 2023 through July 31, 2024**

<b>Bus Type</b>	<b>Maximum # of Buses*</b>	<b>Base Hours (Included)</b>	<b>Base Rate per Day</b>	<b>Rate for Excess Hours</b>
<b>Special Needs Van walk on</b>	As Needed	3	\$367.36	\$49.52
<b>Special Needs Van Wheelchair</b>	As Needed	3	\$374.55	\$49.52
<b>Transit Buses (field trips/ extracurricular)</b>	As Needed	3	\$266.73	\$88.91

**If appropriate, Bid is limited to Current Routes and/or Schools of Attendance within the following Member District(s):**

Bid is limited to a contract for all home to school routes.

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\*For the "Maximum # of Buses" section, Bidders shall identify the maximum number of buses they are prepared to provide for each category of services. The actual number of buses will depend on the specific routes to be provided but, for the purposes of bidding, bidders must identify the maximum number of buses they will be able to provide throughout each term. If the Bidder has no maximum number of buses, please indicate "as needed".