



MINNEAPOLIS
PUBLIC SCHOOLS

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**Request for Proposal (RFP) for
Student Transportation Services**

RFP: #18-17 – AMD # 1

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave
Minneapolis, Minnesota 55413-2398

Vivian Blini

Re-issue – January 14th, 20198

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SECTION I: OVERVIEW

A. Project Objective

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide Student Transportation Services. Service provider(s) will have an opportunity to bid on a specific section(s) or all sections located in the RFP. Please refer to section II or Appendix 5.

Minneapolis Public Schools or Special School District Number 1 (SSD #1) is a school district that is coterminous with the City of Minneapolis, Minnesota. With authority granted by the state legislature, the school board makes policy, selects the superintendent, and oversees the district's budget, curriculum, personnel, and facilities. Students speak ninety different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. The District covers over 70 school programs at 65 sites, with approximately 34,000 students and 3,200 teaching staff.

The District intends to select one or more vendors to provide transportation services for the District. To facilitate the submission and evaluation of proposals, this proposal provides additional background information regarding MPS that will be relevant to the proposal of the Student Transportation Services RFP 14-05.

RFP Primary Objective 1: Gain a thorough understanding of the service capability in order to select, implement and operate Student Transportation Services RFP 14-05 that will meet the needs of the district for the next 2 years or more.

RFP Primary Objective 2: Gain a thorough understanding of the Student Transportation Services RFP 14-05 total proposed costs. Including but not limited to: Regular and Special Education routes, along with Field Trips, and service for the Highly Homeless, and Mobile students.

B. Schedule of Proposal

- | | |
|-----------------------------------|--|
| 1. Issue RFP: | January 14, 2019 |
| 2. Written Questions Due: | January 21, 2019 |
| 3. Pre-Bid Conference: | January 28, 2019 – Transportation Building |
| 4. Responses to Questions: | February 4, 2019 |
| 5. Proposals Due: | February 11, 2019 – 2PM CST - Davis |
| 6. Finalists Selected & notified: | Week of February 18, 2019 |
| 7. Finalist Presentations: | Week of February 25, 2019 |
| 8. Board Approval | March 12, 2019 |
| 9. Award bid – Selection: | March 13, 2019 |
| 10. Implementation: | April 1, 2019 |

C. Mandatory Intention to Submit Proposals

In order for your organization to receive updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete Appendix 1: Intention to Submit a Proposal by February 11, 2019. This document can be emailed to Vivian.Blini@mpls.k12.mn.us or brought to the Pre-Bid Conference. This will allow the District to provide timely information to interested parties. This document is a mandatory document, if this is not submitted in person or by email by February 11, 2019; the organization will not be able to participate in Student Transportation Services RFP #18-17.

D. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before January 21, 2019 to: Vivian Blini at Vivian.Blini@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than February 11, 2019 EOD. There will be an opportunity at the Pre-Bid conference to ask additional questions; however, after May 2, 2018, no questions or inquiries will be allowed.

E. Mandatory Pre-Bid Conference

The District will hold a mandatory pre-bid conference on January 28, 2019, from 10:00 a.m.- 12:00 p. m. Central Daylight Time in the District's Transportation Building at 1001 2nd Avenue North, Minneapolis, Minnesota 55405. Security staff or an MPS staff member will direct attendees to the meeting room. The District will answer any additional follow-up questions at this time. No questions or inquiries will be allowed beyond the pre-bid conference. Any unauthorized contact with any other district official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer.

F. Changes to the RFP

Vendors who are registered with MPS for this RFP will be notified by email of any changes in the specifications contained in this RFP. If any changes are issued to this RFP, a good faith attempt will be made to deliver the additional information to those persons or firms who, according to the records of MPS, have previously received a copy of and are registered (on the Intent to Submit form) with the District for this RFP.

G. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered, and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. RFP must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the RFP must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The RFP narrative for Section II-II may not exceed 50 pages total, not including appendices. **RFPs exceeding the 50 pages in Section II-II will not be reviewed. There will be no exceptions.**
7. Some questions in this RFP will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If an applicant intends to include supplemental materials with responses to questions in Sections III and IV of the RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: Financial Records, etc.).
8. All appendix materials (e.g., sample letters, pricing, data, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services 1a). **Although there is no page limitation for the**

Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the RFP.

9. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFP should follow the order below:
 - a. Organization Information Cover Page (Provided in attached Appendix 2)
 - b. Table of Contents
 - c. Section III- General Business Information
 - d. Section IV- Project Scope
 - e. Appendix Materials (Appendix A-E)
10. Additional circumstances that may lead to RFP not being reviewed and/or selected:
 - a. RFP was received after the deadline, which includes not on the deadline date but also the deadline time.
 - b. Applicant does not intend to complete criminal history checks on employees.
 - c. Applicant's previous clients have significant complaints regarding the quality of the Student Transportation services, communication issues, or other problems.
 - d. Any section of the RFP is missing or incomplete.
 - e. The RFP does not meet length, font, or other formatting requirements.

H. Submission of Proposals

In order to be considered for selection, organizations must submit a signed physical and electronic (.pdf) response to this solicitation no later than 2:00 p.m. on February 11, 2019. Late proposals shall not be accepted. Eight (8) physical copies and two (2) electronic copies on USB flash drive must be submitted to:

Vivian Blini, Manager of Procurement
Minneapolis Public Schools
1250 West Broadway Ave.
Minneapolis, MN 55411
Phone: 612-668-0402

No other distribution of the proposal shall be made by the organization. It is the sole responsibility of the organization to assure that the proposal is delivered to the designated district office in Item G, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline. USB flash drives will not be returned.

I. Withdrawal of Proposals

A proposal may be withdrawn by the vendor prior to the date and time for submittal of proposals by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to Vivian Blini at Vivian.Blini@mpls.k12.mn.us. This written request can be either electronic or a hard copy format.

J. Finalist's Presentation

The District's RFP Executive Committee will invite finalists to meet with the evaluation team the week of February 25, 2019. The District is requesting that all finalists provide product demonstrations and Proof of Concept. The Executive Committee will attend and score vendor demonstrations. This is a mandatory meeting for the finalists selected.

K. Evaluation and Selection Process

1. The Student Transportation Services RFP #18-17 Executive Committee members will include but is not be limited to a minimum of one member from at least two departments to be named by the Scott James, Manager of Transportation. Potential participating committee members from departments could include, but not be limited to:
 - a. Transportation
 - b. Procurement
 - c. Finance
2. Proposals, responses, demonstrations, references, and Proof of Concept will be included as the Executive Committee recommends a solution for the District. Upon approval from the School Board on March 12, 2019, the District will proceed with contract discussions with the selected vendor(s). The District has no liability to any vendor participating in this RFP process prior to when the School Board approves the issuance of a contact to that vendor(s).
3. Consensus on proposal selection will be determined by the Executive Committee reaching consensus on the selection. The Student Transportation Services Executive Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP. The rubric will be provided at the Pre-Bid Conference.
4. **The Executive Committee shall evaluate all proposals to determine which meet the minimum service/product requirements, without regard to price.** This evaluation may, at the Executive Committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The Executive Committee can contact references supplied in vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists. Other factors in awarding a service provider(s) are as follows:
 - a. Quality of response to this RFP, and specifications
 - b. Capacity of service provider(s) to supply services as outlined in this RFP
 - c. Quality of service, including past performances of similar contacts
 - d. Quality of equipment
 - e. Cost of services
5. The Executive Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Executive Committee will evaluate and score the vendor with regard to the scoring rubric that will be provided at the Pre-Bid Conference.

L. Effective Period of Proposals

Proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the District have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 days from the proposal date.

M. Bid Reservations

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the organization(s) that best meet the requirements of the RFP, and not necessarily, to the lowest cost Proposer. Further, the District reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The District may consider, at its sole discretion, any alternative bid.

N. Notifications of Unsuccessful Vendors

The Executive Committee through the Manager of Procurement, Vivian Blini, shall notify all Vendors after the Finalists' Presentations but no later than the award recommendation and approval to proceed being placed on the School Board agenda on June 5, 2018.

O. Contract Negotiations

Negotiations may include all aspects of services and fees. After a review of the proposals, and in-person presentations, the District intends to enter into contract negotiations with the selected organization(s). If a contract with the selected organization is not finalized within 30 days, the District reserves the right to open negotiations with the next ranked organization(s).

P. Award of Contract

The District reserves the right to award by Service Area or as a whole, whichever is deemed most advantageous to the District.

The selected firm(s) shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The District reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

Q. Contract Term

It is the intent to award the contract(s) for an initial two-year period with the option to extend it for two, one-year periods for a possible total contract term of four years. The decision to extend the contract(s) will be at the sole discretion of the District.

Proposers must agree to fix contract fees for the first two years. If the organization intends to revise its fee schedule after the initial 2-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days' notice. These fees are subject to negotiation and approval by the District.

R. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District. All information submitted is considered public and may be disclosed to third parties.

S. Cost Incurred in Responding

This solicitation does not commit the District to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

T. Assignment

The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

U. Causes for Termination

Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the opinion of the District, would adversely affect its interest, or endanger the structure

of the proposing organization such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement without cause on 90-days' notice. The District may terminate the agreement with cause on 30 days' notice.

SECTION II: DISTRICT GOALS

A. Project Background

This section begins with some background information on the Minneapolis Public School District and then discusses the overall expectations for the Student Transportation Services, as well as the District's specific needs. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered.

The Minneapolis Public Schools is the third largest K-12 District in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. The District covers 67 school programs at 65 sites, with approximately 32,250 students and 3,200 teaching staff.

67 school programs include:

- ✓ K-5 Schools: 19
- ✓ K-8 Schools: 17
- ✓ Middle Schools (6-8): 5
- ✓ High Schools (9-12): 7
- ✓ Special Education Schools: 2
- ✓ Specialty Schools: 1
- ✓ District Alternative Schools: 4
- ✓ Contract Alternative Schools: 12

Leadership Structure

Superintendent: Dr. Ed Graff
Chief Operating Officer: Karen DeVet
Director, Transportation: Scott James
Asst. Director, Transportation: Frank Zeman
Manager, Procurement: Vivian Blini

Current Student Transportation Services Environment

- ✓ Some vendors have not met the standards of the District such as:
 - Efficiency
 - On time performance
 - Quality of service on allocated routes
- ✓ Need better efficiencies around HHM students

There is a high level of interest among all user groups in a comprehensive Student Transportation Services with enhanced capabilities and functionality. The highest interest is in:

- ✓ Student Safety
- ✓ Student Behavior
- ✓ On time Performance
- ✓ Efficiencies
- ✓ Positive Experience for Students

Student Transportation Services Vision

The key success factor for this selection and installation of a vended solution are:

- ✓ Create a positive experience for the Students
- ✓ Create better efficiencies and utilization of buses
- ✓ Ensure the vendor aligns itself with the District values

Student Transportation Services Stakeholders

Users of the Student Transportation Services include:

- ✓ Students
- ✓ Parents
- ✓ Staff

B. Product/Service Goals

The goal of Transportation is to create a better and more efficient system in transporting students throughout the District.

Primary Components:

The proposed Student Transportation Services must include, but not limited to, the following components:

- ✓ Route Structure
- ✓ Route Pricing
- ✓ Capacity
- ✓ Qualified Drivers in all areas of services

C. Transportation Department Organization Structure

Chief Operating Officer, Karen DeVet
Director of Transportation, Scott James
Asst. Director of Transportation, Frank Zeman

Transportation will focus on the following areas:

- ✓ Regular Routes
- ✓ Student Safety
- ✓ Qualified Drivers for each area
- ✓ Special Education Routes
- ✓ Field Trips
- ✓ Sporting Events
- ✓ Summer School
- ✓ Fully inspected, permitted buses & vans

D. Specifications

This specification consists of supplying buses, vans, drivers and aides necessary to perform the following student transportation services required to transport District public and non-Public students during each contract year, including the following:

1. Regular “To and From” Routes Services

- a. Continuing primarily a multi-tier schedule among elementary and secondary school sites, the District is expecting to require:
 - i. Full in-district morning and afternoon routes= a minimum of four (4) “live” hours per AM & PM routes. Class C/D buses, approximately 150 buses
 - ii. Half-route morning or afternoon routes= a minimum of two (2) “live” hours per AM & PM only or PM only routes. Class C/D buses up to “as needed” buses.
 - b. Reference Appendix 4. Provides summary of routes for school year 2013-2014.
2. Special Education Transportation AM & PM routes-in- district sites.
 - a. Full in district morning and afternoon routes=a minimum of four (4) “live” hours per AM & PM routes.
 - i. Number of routes, approximately 150 routes, using Class A/B and Type III Vans
 - b. Half route morning and afternoon routes= a minimum of two (2) “live” hours per AM only or PM only routes.
 - c. Reference Appendix 4. Provides a summary of routes for school year 2013-2014.
3. Special Education Transportation AM & PM routes, including midday services- out of district sites.
 - a. Full out of district morning and afternoon routes and shuttles to special education programming locations, e.g. Intermediate District 287 sites, using Class C/D buses, A/B buses and Type III vans. Number of routes, minimal: as needed.
 - b. Reference Appendix 4 Provides a summary of routes for school year 2013-2014.
4. Special Education Transportation midday routes and shuttle, in district sites.
 - a. Midday routes after AM and before PM peak time routes= a minimum of one (1) “live” hours per midday route.
 - i. Class A/B buses: As needed
 - b. Reference Appendix 4. Provides a summary of routes for school year 2013-2014.
5. Special services transportation, primarily out of district, for highly homeless and mobile students, and students with special transportation needs other than special education in sections 2, 3 or 4 above.
 - a. Morning, afternoon or midday routes and services to out of district locations, using Class C/D buses, A/B buses, for the described special services students.
 - b. Reference Appendix 4. Provides a summary of routes for school year 2013-2014.
6. Midday kindergarten and Early Childhood Services.
 - a. The District offers all day and traditional half day kindergarten programs. Kindergarten students ride regular elementary routes AM and PM and utilize the same bus stops as regular elementary students during the mid-day all half-day student are picked up or dropped off at address bus stops. Services to Early Childhood students are required in this category.
7. Midday Routes and Shuttles between Public, non-Public schools, and to and from school transportation.
 - a. The District may provide shuttles, as needed, between District public schools and non-public schools located within the District for “Shared time” services.

8. Summer School Services. The District has a need for special needs student summer school transportation. The number of days has not been determined but has extended into early August. The regular summer school (approximately June 16-July 31) and covers approximately six (6) weeks.
 - a. Rates are being requested for this service, if the District needs occur. Rates should be based on four (4) “live” hours daily with each route having a two (2) run daily schedule.
 - b. Any summer school services and rates will be the services and rates in effect with the start of the summer school session for the contract year ending July 31 each year.
 - c. Reference Appendix 4 provides a summary of routes for school year 2017-18.
9. Extra-curricular, activity and athletic trips. Service provider(s) shall furnish equipment and personnel as required by the school district to provide transportation of students for athletic events and other activities as designated by the district. Service providers shall have sufficient buses available for these trips, especially between the peak afternoon route times of 2:00 p.m. and 4:45 p.m.
10. Field Trips. Service provider(s) shall furnish equipment and personnel as required by the District to provide transportation of students for field trips and related trips as designated by the district, especially between the peak route times of 2:00 p.m. ad 4:45 p.m.

E. Description of Expected Services

1. MPS expects the highest level of quality, professionalism, and results from the vendor and product and the development and implementation of services provided by them, including, but not limited to the following:
 - a. Vendor/contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
2. MPS expects that success of the vendor(s) performance and product will be determined at the sole discretion of MPS.
3. MPS expects that success of the vendor(s) performance and product will be determined by both qualitative and quantitative means of data collection and analysis.
4. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE “D” TRANSIT TYPE BUSES	15 model years
TYPE “C” CONVENTIONAL BUSES	15 model years
TYPE “A” AND “B” BUSES	12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

SECTION III: GENERAL BUSINESS INFORMATION**A. General Business Requirements**

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.
2. Describe your organization's policy on changing the account representative on an account in the event MPS asks for a different representative or if it's at the discretion of the organization.
3. Do you have any existing or potential conflict of interest, direct or indirect, with MPS?
4. Within the past five years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.
5. In the past five years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
6. List below any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
7. MPS wants to ensure that organizations have sufficient cash flow to serve as a preferred MPS vendor. Please provide the following financial information in totality for the last 3 years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach federal income tax returns, balance sheets, and/or budget accounting for revenues, expenses, and cash flows. List the attachments in a cover sheet for Appendix A.
8. Provide 4 current (no more than three years old) K-12 preferred, Higher Ed if K-12 not available, customer references. For each reference, provide the following information in a table format in Appendix B: See table below

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the service	
Time period over which service was provided	
# of students in the School District	
# of Regular Routes	
# of Special Ed. routes. If applicable	
Number of school buildings	
Estimated number of employees	

B. Qualifications and Experience

1. Describe the experience of the organization in providing student transportation services for other school districts.
2. Describe the most significant challenge your organization faced in the past year pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past year pertaining to the services in this RFP.

4. Describe your organization's most important success in the past year as an organization.

C. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, in detail, how your organization supports and demonstrates this MPS value.
2. Is your organization a certified, through a formal certification process from a Diverse Supplier organization i.e. NCMSDC, WBENC, Quorum, etc. or 51% owned or controlled by an individual who represents a diverse category? If yes, please state which one.
3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document, please state that here; MPS also accepts a notarized letter of affidavit.
4. Does your company subcontract to Diverse Suppliers? If yes, please provide your annual spend with subcontracted diverse Suppliers. Do you plan on using subcontracted Diverse Suppliers in the provision of services specified in this RFP?
5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.
6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. i.e. Hybrid or Eco-Friendly fleet.

D. Business Ethics

1. How does your organization protect confidential employee and customer information in compliance with applicable privacy legislation?
2. Provide details of where all system processing will be performed, and data stored, including information regarding your organization's data practices and procedures for ensuring confidentiality.
3. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to School Districts.

E. Service Level Expectations

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.
2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.
3. State your staff turnover rate of staff area for the last 3 years related to the services in this RFP.
4. How do you see your staff turnover rate affecting customer service to us?
5. Please describe your structure for employee and organization relationship, i.e., how many account managers, project managers, technical engineers etc.? Please include an organization chart to illustrate.
6. Who will be the main point of contact for MPS?
7. What are the hours of operation for your customer service and technical support?
8. A sample MPS contract is attached in Appendix 3. This contract is included to provide a sample of the level of service that will be required by MPS. MPS and the successful service

provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:

- a. What existing policies or suggestions does your organization have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service etc.)?
 - b. Explain, in detail, your complaint escalation process if the contract is in breach.
9. When an incident occurs, what is the procedure for your company to investigate and if possible resolve the incident, and what role does your company expects MPS to play?
 10. What is the disciplinary action for a driver who no-shows, or commits other infractions such as: unauthorized stops, or runs a red light? Include all levels of disciplinary action.
 11. Describe the process, if MPS needs to cancel/delay school? What is expected of your company, and MPS?
 12. On occasion MPS will need transportation for field trips, what is the process for securing transportation?

F. Fees and Costs

1. Describe in detail your fee structure, including unit of service, fee for each proposed route, administrative rate and additional costs, if any. The fee structure should include details how costs are calculated. A summary of this information should be outlined in table format and put into Appendix 5.
2. Identify and describe any and all other fee-based related services that are available from your organization.
3. Provide complete details of your pricing methodology.
4. Are there any other costs MPS can anticipate that have not been identified in this RFP?

G. Reporting

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage of transported students with the ability to sort and categorize by the number of routes, students on a route, and students on a bus. Is your organization capable of providing the level of detail MPS requires, as described above? Please provide an example of this in the Appendix D.
2. Is your reporting information available via hard and digital copy formats?
3. Describe in detail your organization's capabilities to provide ad hoc reports?

H. Billing and Payment

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for Minneapolis Public School invoicing.
2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
3. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
4. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.
5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.
6. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).

SECTION IV: SCOPE OF SERVICES

A. Drivers

1. What background checks do your drivers go through? How often are the background checks conducted?
2. Describe what training your driver's attend in regard to transporting and working with special needs students? How often do drivers attend this training? Is there a different training structure for new employees v. Veterans?
3. Describe what training your drivers attend in regard to transporting and working with students who have behavioral issues? How often do drivers attend this training? Is there a different training structure for new employees v. veterans?
4. What are your drivers average years of experience with your company and in general?
5. Describe the process for driver check in when starting their route? i.e. email, phone call?
6. How often do your drivers receive training or go through a refresher course on driving?
7. Do your drivers know CPR or any other skills not directly related to operating a school bus i.e. First Aid, Heimlich Maneuver etc.?
8. Do any of your drivers speak a different language than English? If so, what languages? And how many?
9. Are your drivers subject to drug & alcohol testing? Is it random or scheduled? How often are these tests administered?
10. What experiences do your drivers have with urban students? Does a training program exist for transporting and working with urban students? If so, describe this training program and how often it occurs.
11. What is the process to replace a driver on a route due to illness or lateness?
12. Are you able to provide copies of driver's licenses that drive for you?

B. Fleet Services

1. Describe your company's fleet maintenance process. Be specific and include: how often the fleet is inspected and maintained, what specifically is being inspected, what is the process to repair issues that arise and the fleet's ongoing maintenance schedule. Is this maintenance schedule aligned to mileage on the vehicle in addition to age of the vehicle and season?
2. What is the average age of your vehicles?

3. In regard to cycle of replacement: How many new vehicles have you purchased in the 3 years? What is your company's 5-year plan to obtain new vehicles?
4. What is the average mileage on your vehicles?
5. What vehicle models does your company have and how many of each type are in your fleet?
6. How many mechanics do you have to service your fleet of vehicles?
7. What vehicles do you have for special needs students? And how are they equipped?
8. Does your company use buses that have propane tanks? If so, how many and how old are they? What has been your success with these vehicles? If not, are you looking at adding them to your fleet? Does your company use buses that utilize any other fuel sources besides diesel or propane?

C. Safety

1. What procedures do you have in place for drivers to transport and work with unruly students? And when do you get MPS involved?
2. Do you have safety manuals in your vehicles? If so, please provide a sample in Appendix E.
3. Are you able to provide an aide to assist the driver when warranted? If so, are there additional costs for this and what would be the process for MPS to have an aide on the bus.
4. What has been your safety record over the past 3 years?
5. Are your drivers trained in evacuations? If so, what type of evacuations?
6. If an incident occurs, what is the process for MPS to request data from the cameras to aid in investigating the situation?

D. Technology

1. Are your vehicles equipped with cameras? Please be detailed including answers for the information below. How many vehicles are equipped with cameras? Are they still or video? If combination of both what is the percentage split on the fleet? If still, does the vehicle need to be started for the camera to work? What intervals are the still images captured at? If video, how long is the recording recycled? And does the vehicle need to be started for the camera to work?
2. What camera models do you have between still and video?
3. Are you willing to install cameras in your vehicles, if you don't have them? if so, what would your company need to install them?

4. What is your company's maintenance schedule to maintain its camera equipment? Be very specific.
5. What kind of software program does your company use to assign routes?
6. How long have you used this program?
7. Is your software system able to integrate with MPS's Edulog system?
8. Any issues with the program? If so, please explain.
9. What type of Global Positioning System does your company use? What are the specifications, and how often is it maintained?

E. Fuel

1. Where do you purchase your fuel?
2. What types of fuel do you purchase?
3. Are you familiar with the Consumer Price Index (CPI)? How does your company use it in ever day practice? How is that passed along to the customer?
4. Are you familiar with Index Fuel pricing? How does your company use it in ever day practice? How is that passed along to the customer?
5. What is the average capacity of your vehicle tanks by model?
6. Are there additional fuel related items that your company foresees as being of interest to MPS? If so, what are they?

F. Wrap up to Project Scope Information

1. The District's key objective is to get the best overall value, taking into account quality, cost, service, diversity, community involvement, sustainability and other relevant factors, for the services we intend to acquire. Because one of our objectives is to reduce our total cost of doing business, we ask you to summarize how you will help us accomplish this objective without compromising the overall value we receive from you.
2. Identify and describe any and all other related services or concepts that your organization is offering as part of this proposal.
3. Provide planned functional and/or technical enhancements, new device support plans, mobility, technical changes to the product i.e. rewriting the product to add state of art functionality etc.
4. Is there any further information or comments pertinent to this RFP that you wish to add?

SECTION V: Appendix Requirements

- A. Financial Records: MPS wants to ensure that organizations have sufficient cash flow to serve as Title providers in our nonpublic school programs. Please provide the following financial information in totality for the last 3 years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach federal income tax returns, balance sheets, and/or budget accounting for revenues, expenses, and cash flows.
- B. References: Please see section III. A. Question 8 for table, please submit separate table, if necessary
- C. MPS Reports: Please see section III. G. Question 1 for more information
- D. Cost Quotes for Student Transportation Services:
- E. Sample of Safety Manual: Please submit a copy of your company's safety manual for buses

SECTION VI: MPS Appendix Documents

- 1. Intention to Submit a Proposal
- 2. Organization Information Cover Sheet
- 3. MPS Sample Contract
- 4. 2013-2014 Route Data (Edulog)
- 5. Cost Quotes for Student Transportation Services

APPENDIX 1

INTENTION TO SUBMIT A PROPOSAL

In order to provide timely updates to this Request for Proposal, including the responses to questions submitted, we ask that potential organizations complete the follow form and return it by email to Vivian Blini at Vivian.Blini@mpls.k12.mn.us

Business Name:
RFP Point of Contact:
RFP Contact Email:
Physical Address:
Mailing Address:
Phone #
Fax #:
Diverse Organization? If no, please select "None of the Above". If yes, please select which classification: <ul style="list-style-type: none">- Disadvantage Business Enterprise- GLBT- Veteran Owned- Woman Owned and Controlled- Minority Owned and Controlled- Service Disabled Veteran- Non Profit- None of the Above

- ☐ Yes, we plan to submit a proposal to provide Student Transportation services. Please continue to provide updates to the individual named above.
- ☐ No, we do not plan to submit a proposal.

Reason: _____

Authorized Signature _____

APPENDIX 2

Organization Information Cover Page

<u>Organization Information</u>
Name of Organization:
RFP Contact Person's Full Name and Title:
RFP Contact Person's Email Address:
RFP Contact Person's Phone Number:
Main Office Address:
Date (Month/Year) the organization was formed:

APPENDIX 3

MINNEAPOLIS PUBLIC SCHOOLS CONTRACT

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and “Contractor” (collectively “parties”) to provide student transportation services to transport certain of its students served by District during the school year.

1 TERM OF CONTRACT

1.1 This Contract is effective on April 1 2018 and shall remain in effect until July 31, 2020, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context is intended to survive the completion, expiration or termination of this Contract.

1.1.1. Extension of Term

The District, at its sole discretion, may opt to extend the contract for two one-year periods, school years 2020-21 and 2021-22, respectively. The District will notify the Contractor by January 31, 2020 and January 31, 2021, if it desires to extend this Contract. Contractor shall meet with the District within two weeks of the District’s notice that it will extend the contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Annual Obligation.*

District's total annual obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$XXXX. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the rates and upon other conditions and offsets as more fully set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the billing procedures as directed by the District and in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from

the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 *Fund Availability; Federal Funds Contingency.*

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

3.5 *Performance Security*

If the District waives its right to obtain a Performance Security bond at the start of the Contract because it has deemed it unnecessary, the District reserves the right, at its sole discretion, to request such bond from Contractor should conditions occur during the initial term or extension of term of this Contract, and require Contractor to provide a performance security bond, at the Contractor's cost, in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this Contract.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Contract was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), such documents are incorporated herein by reference and the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as

District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 Contractor maintains a program of self-insurance authorized by Minnesota Statute Section 471.981 or maintains an insurance program with the coverage's required below.

13.2 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverage's, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through excess liability or umbrella coverage.

13.3 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request.

13.4 No liability resulting from a vehicular accident, or negligence of contract, its drivers, employees or agents, or any intentional acts of Contractor, its drivers, employees or agents, will be assumed by the District, its employees or its authorized representatives.

13.5 Contractor shall provide all such certificates to District. Proof of insurance must be provided by August 10th each year and again at the renewal of the policy. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

14.2 Contractor and the District agree and acknowledge that Minnesota law limits the liability of the parties in certain circumstances and that Contractor's liability shall be governed by the provisions of the Municipal Tort Liability Act, Minnesota Statute Section 3.376 and other applicable laws. Each party will be responsible for its own acts and omissions.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such debarment or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without *Cause*, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for *Cause* upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses,

damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, daily driver and vehicle assignments and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage

prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Transportation Department

Scott James, Director of Transportation

1001 2nd Avenue North; Minneapolis, MN 55405

Office Phone: 612-668-2300

Email: Scott.James@mpls.k12.mn.us

Fax: 612-668-2309

Vended Service providers

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT (SUBCONTRACTING)

24.1 Contractor may not assign (subcontract) any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors, assigns and subcontractors, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor

named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof

by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

29 FORCE MAJEURE

29.1 In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may but is not required to excuse Contractor from performance under this Contract. For the reasons identified, the District shall also have the right to terminate this Contract or assume responsibility for providing the services required under this Contract. The District shall also have the right to operate the buses provided by the Contractor under this Contract and employ such employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this Contract.

29.2 Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this Contract that applied to the Contractor and the District minus all expenses and costs incurred by the District as necessary to secure the services of drivers and other hourly employees to provide the services. The District deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this Contract.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: «DistrictSigner» «DistrictSignerLast»
(Printed)

Title: _____

Date: _____

Service provider

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

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EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

- A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal or designee of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**
- B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.
- C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both
- D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.
- E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses (**personal injury and/or property damage accidents**) operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.
- F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.
- G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically, these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the

MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

- H. All vehicles used for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)
- I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor
- J. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT. District will provide driver ID number after successful completion of district training. Contract drivers may not be assigned to district routes until they have attended district training and received a driver ID number.
- K. Contractors will provide a monthly employment roster to the District to ensure drivers have completed district training and had a district assigned driver ID number.
- L. Contractor will notify district within one day when a contract employee has left the company and is no longer providing service.
- M. Contract driver MDT responsibilities, but not limited to:
 - Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
 - Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
 - On completion of driver's assigned service, the driver shall log out of the MDT
 - Report MDT operational issues to service provider dispatch or maintenance for remediation
 - **No driver shall provide service unless they have a District assigned driver identification number**
- N. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color,

passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

- O. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service
- P. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet
- Q. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly
- R. Contractor is responsible for removing District equipment before a bus has been permanently removed from contractor's fleet (either due to sale or accident). All equipment must be returned to the district within one week of the bus being removed from service
- S. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT. If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.
- T. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:
 - 1. Performance
 - a. On-time arrival
 - b. Customer satisfaction
 - c. Customer complaint resolution
 - d. Problem solving
 - 2. Contract service requirements
 - a. Billing timeliness and accuracy
 - b. Accident/Incident reporting
 - c. Employee training
 - d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.
 - a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.
2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eight-lamp warning system and stop signal arm, and shall operate as a Type A bus.
 - a. Successful Contractor must be able to provide Type A or B buses designed for carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.
3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. “Type III Vehicles” must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE “D” TRANSIT TYPE BUSES	15 model years
TYPE “C” CONVENTIONAL BUSES	15 model years
TYPE “A” AND “B” BUSES	12 model years
TYPE III VEHICLES	12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.
4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.
5. **The District shall determine required bus and Type III capacity based on route requirements.**
6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.
7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses designated as available for all categories of service by **March 15, 2019** and every **August 1** thereafter.
9. All buses must display the following interior signs:
 - a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
 - b. "No Smoking Signs" (front and rear of bus).
 - c. Safety signs provided by the District.
 - d. "Cross ten feet in front of the bus" sign.
 - e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
 - f. Cell phone usage sign (provided by Minneapolis Public Schools).
10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.
11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or

protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

“Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.

Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a \$15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.
2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.
2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.
3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.
4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.
5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.
6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.
2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED stops are allowed.**
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:
 - Defensive driving
 - Pre-trip inspection
 - Geography skills
 - Special education
 - Emergency preparedness
 - Customer relations
 - Behavior management
 - Loading and unloading procedures
 - Communications radio operations
 - Mobile Data Terminal (tablet) operations

(Charges will be assessed at the rate of \$125.00 for each driver certification and \$60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver

Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel attendance shall be mandatory.
6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel. Contractor is responsible for identifying new contractor personnel to the district before the employee reports for the first day of work. Training need to be completed within first week of work.

V. SCHEDULES

- A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

- B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).
- C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).
- D. PROCEDURE
 - 1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.
 - 2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
 - 3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally, and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.
 - 4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.
 - 5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.
 - 6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.
 - 7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified.

Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.
9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.
10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment-related communications between Contractor and the District, and for coordinating and collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.
11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

- A. Contractor shall provide information about staffing and organization as requested by the District.
- B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.
- C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance
- D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

- E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

- A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.
- B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.
- C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.
- D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.
- E. The District will not be responsible for maintenance of Contractor vehicles. All information regarding same will be forwarded directly to the Contractor.
- F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.
- G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36%** benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

- A. Contractor's facilities should be large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on

time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.
2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.
3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools
4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

- A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.
- B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.
- C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be providing service to the District
- D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of \$50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)
- E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. **B; the cost of the installation shall be the responsibility of the Contractor.**
- F. The cost of the cellular service will be included in the lease rate.

- G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

- a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District. CB type radios are not permitted.
- b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

IX Digital Video Surveillance

Rules of operation;

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the

incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
 - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.
 - b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
 - c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
 - d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation department.

A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

EXHIBIT B**Contractor:****I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES**

The COST QUOTES for each year of the term shall be based on a maximum of 175 days of school operation for the regular school year.

SCHOOL YEAR(S) 2018-19 & 2019-20[Year Ending June 30, 2020]

1. **Regular “To and From” Routes.** The cost for all regular “to and from” A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day
71-77 Passenger Bus	1-50		
	51-90		
	>90		
<71 Passenger Bus	1-50		
	51-90		
	>90		

2. **Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):**

\$ ____ per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per route-day or two (2) “live” hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Class C or D Bus	Yes	<u>No</u>				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Class A or B Bus	Yes	<u>No</u>				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Van or Type III	Yes	<u>No</u>				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Bus Assistant/Aide#						

Lift						
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billed in quarter of an hour after the first hour

4. Special Education and Special Needs Services (Item 3 above):

\$ ____ per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per route-day or two (2) “live” hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. Special Education Services – Out-of-District. The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Class C or D Bus	Yes	No					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Class A or B Bus	Yes	No					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Van or Type III	Yes	No					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Bus Assistant/Aide#							
Lift							

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

6. Special Education and Special Needs Services (Item 5 above):

\$ ____ per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per route-day or two (2) “live” hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

7. Midday Special Education Services and Shuttles. The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	“Stand-alone” Service		Continuous Service with AM/PM ##
	Cost Per 1 st Hour	Cost Per Add'l Hour#	
Class C or D Bus			
Class A or B Bus			
Van or Type III			
Bus Assistant/Aide#			
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

- 8. Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	“Stand-alone” Service		Continuous Service with AM/PM ##
	Cost Per 1 st Hour	Cost Per Add'l Hour#	
Class C or D Bus			
Class A or B Bus			
Van or Type III			

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

- 9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No			
Van or Type III	Yes	No			
Bus Assistant/Aide#					
Lift					

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

- 10. After School Transportation Services.** The cost for after school regular or SPED bus services, not including charters, separate from or routed with services identified in either Items 1, 3 or 5 above, using the following unit costs:

Bus and Van Size	“Stand-alone” Service		Continuous Service with AM/PM ##
	Cost Per 1 st Hour	Cost Per Add'l Hour#	
Class C or D Bus			
Class A or B Bus			
Van or Type III			

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

- 11. Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Class C or D Bus			

Class A or B Bus			
Van or Type III			

Option: The rates for other transportation services can be quoted as a % of the rates for regular “to & from” transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

12. Charters: Extra-curricular and Athletic Trips; Activity and Field Trips. Trip charge for extra-curricular and athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs:

	Cost per Hour	Cost Per Mile	Cost Per Wait Hour#	
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr				
i. Class C/D Bus				
ii. Class A/B Mini bus				
iii. Type III van				
b. Trips beyond an 8 mile radius from the District Transportation Center as identified in Item 12.a. above				
i. Class C/D Bus				
ii. Class A/B Mini bus				
iii. Type III van				
iv. Coach bus				
c. Trailer				
single axle				
double axle				

billed in quarter of an hour after the first hour

- d. Trip charge outside the school district boundaries.
Labor cost for overnight trips \$ __ per hour; \$ __ per day max.
Overnight driver expenses \$__ __ per 24 hour day.
- e. Non-peak Rate Discount: non-peak (9:30 am - 1:45 pm & after 4:30pm) trip charge discount from regular rates in this item: _____ %

II. FUEL PRICE ADJUSTMENT PROVISION

District agrees to a fuel price adjustment which will be based on an indexed fuel price (Index Price) and compensation determined for actual prices exceeding the Index Price, plus or minus 25%.

The Index Price shall be the OPIS Contract Average price for unleaded E-10 (10% Ethanol) and un-dyed Diesel B-5 (5% biodiesel blend) on the August 1, 2018, and annually thereafter. This price shall not include any state or federal taxes, delivery charges, or fuel related fees.

The District and the Contractor will share equally (50%/50%) in fuel price adjustments above and below the Index Price, plus or minus 25%, although **THE DISTRICT'S COSTS SHALL NEVER EXCEED MORE THAN \$2.00 PER GALLON.**

Payment shall be based on the District determined standard average route miles determine by its routing software. Payment will be made for fuel expended on live route miles. Payments under this clause for reimbursement shall be based on an average fuel consumption of seven (7) miles per gallon by type "C" vehicles and nine (9) miles per gallon used in type "A" or "B" vehicles.

Copies of invoices for each individual fuel purchase (delivery) must be provided as documentation of the actual wholesale price paid for the fuel. In the event that the Contractor submits a fuel escalation clause billing with documentation which, in the opinion of the transportation department staff, indicates a price above local market wholesale bulk rate, the Department of Transportation Services accountant shall adjust the billing to reflect those rates charged other local school bus contractors and bulk fuel users as determined by a survey of other school bus contractors and bulk fuel users. No other costs will be considered in these computations.

III. OTHER COSTS

- A. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36%** benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.
- B. Successful Contractors must agree to have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **(PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG AT EACH SCHOOL SERVED BY THE ROUTE.)**
- C. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.
- D. The Contractor will be assessed a rate based upon the number of GPS and radio units required which are equal to the number of routes awarded plus required

spares. (Units will be leased at the rate of <insert current rate here>for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

- E. GPS and radio units will be installed or uninstalled by an installations service provider specified by the District at the rate of <insert current rate here>per each route bus or standby bus specified in Section VII. B; The cost of the installation will be the responsibility of the Contractor.
- F. The cost of the cellular service will be included in the lease rate.

IV. PAYMENT AND ASSESSMENT BY THE DISTRICT

- A. The Contractor shall present monthly invoices to the District along with documented incidents of non-performance. The District will withhold three percent of the total invoice presented by Contractor (prior to any deductions for costs and assessments) as an offset until the quarterly or final payment to the Contractor.
- B. Monthly payments to the Contractor shall be made, subtracting the three percent hold-back and any costs or assessments as described herein. Prior to quarterly or final payments, the District shall review all incidents of non-performance by the Contractor, and shall deduct payment for incidents of non-performance as documented, and will present Contractor with an invoice reflecting such deduction.
- C. The District shall provide each Contractor with notification of all reported non-performance incidents. Contractors are required to make responses to any of the reported incidents within **five (5) working days** of each incident. The School District shall, at its sole discretion, make a determination as to whether the non-performance occurred; and if so, whether there are extenuating or mitigating circumstances which eliminate the need for a decrease in compensation due to the alleged incident of non-performance.
 - a. Incidents of non-performance shall be charged at the rate of **\$150.00 per incident**, and/or in accordance with provisions of Section D below.
 - 2. Non-performance shall include but is not limited to the following examples:
 - Failure of the contract bus driver to follow the bus route established by the district. No unauthorized or “sweetheart” stops are allowed.
 - Failure of the contract bus driver to perform any or all portions of an assigned school bus route and dry runs.
 - Late arrival at schools for a.m. arrivals and/or p.m. departures. Late is defined as ten (10) minutes or more.
 - Failure to notify the district of late vehicles within ten (10) minutes.
 - Failure to notify the district immediately of a school bus accident/incident.
 - Failure to provide motor vehicle accident reports within forty-eight hours

- Failure of drivers to have bus route copies and maps in their vehicles, in paper format, electronic format via GPS system tablet, or both.
 - Failure of drivers to possess and utilize accurate time pieces.
 - Failure to assign vehicles of proper capacity.
 - **Inoperable two-way radio.**
 - **Inoperable GPS system and/or tablet**
 - Failure to perform and comply to ALL items specified within the Service Provider Compliance Requirements section of this contract and all other items specified within this contract
 - Violation of other district established policies and procedures, e.g., cell phone usage, smoking.
 - Failure of drivers to be on the bus when students are dismissed from schools.
 - Early departure from assigned stops; early is defined as one (1) minute or more before the scheduled stop time.
 - Failure to display accurate route signs in window.
 - Incidents of unsafe driving practices observed by district personnel and/or reported by District-specified GPS system.
 - Failure to provide drivers for district mandated certification training.
 - Failure to provide correct two-way radio ID and GPS ID
 - Failure to provide any requested reports, lists, counts/totals, or other identifying information regarding Contractor vehicles and/or drivers within two business days of request from District.
 - Failure to provide access to Contractor vehicles within ten business days of request in relation to GPS and/or Radio equipment installations by District's installations service provider.
3. **The District reserves the right to reassign bus runs and/or routes based on non-performance. The District also reserves the right to demand (temporary/permanent) removal of driver for alleged non-performance.**
- D. When, due to non-performance, a trip is covered by a District bus or other Contractor, the District shall deduct the Pro Rata rate from payment and charge **\$150.00** for any trips missed on a route, **\$150.00** for the second trip, and **\$125.00** per trip for each subsequent trip per day (not to exceed loss of revenue for missed trips and **\$425.00** in fines).