

LAKEVIEW COMMUNITY SCHOOLS

Student Transportation Personnel Services

Request for Proposal for the School Year 2010-11

INSTRUCTIONS TO BIDDERS:

- 1) NOTICE IS HEREBY GIVEN that the **Lakeview Community Schools** will accept bids for a three (3) year contract for **STUDENT TRANSPORTATION SERVICES**. Bids will be opened and read aloud in the Board of Education Office, 123 Fifth Street, Lakeview, MI 48850. Bids should be submitted for a three-year period, encompassing the 2010-2011, 2011-2012, and 2012-2013 fiscal years.
- 2) Sealed proposals shall be delivered to the above address, anytime prior to, but not later than, **2:00 p.m. on Monday, March 1, 2010**. Bids received after this time will be returned unopened to the bidder.
- 3) A pre-bid meeting will be held at the above address at **10:00 a.m. on Monday, February 8, 2010**. Attendance at this meeting is mandatory for any bidder wishing to submit a bid. The purpose of this meeting will be to answer any questions regarding the bid specifications and the current transportation operation.
- 3) Each proposal must be submitted on the bid forms provided with these specifications and must be contained in a sealed envelope, which shall be endorsed on the outside with the following information:
 - a. **PROPOSAL FOR STUDENT TRANSPORTATION SERVICES**
 - b. Dixie M. Pope, Ed.D. Superintendent, Lakeview Community Schools,
123 Fifth Street, Lakeview, MI 48850
 - c. No later than **2:00 p.m. on Monday, March 1, 2010**
- 4) All bids must be valid for a minimum period of 60 days after bid opening.
- 5) The Board of Education of the District reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of the District to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. Bids should be submitted on the premise that the District intends to contract as a single unit, and that the proposal must be acceptable to the Board. Acceptance of a bid by the District does not constitute a contract. The final contract document will be

subject to negotiation and the Board will approve execution of a contract. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

- 5.1) After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request For Proposal shall be based on the lowest responsible bid and best proposal received in accordance with the evaluation criteria stated below:

5.1.1	Cost.....	45 %
5.1.2	Experience.....	15 %
5.1.3	Reliability.....	15 %
5.1.4	Expertise of Personnel.....	10 %
5.1.5	Operational Plan.....	15 %

These apportionments are used for administrative purposes only and shall not be binding on the Board in making its final determination.

- 6) Any explanation or statement, which the bidder wishes to make, must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached to the proposal. Unless the bidder explicitly indicates otherwise, it is understood that the bidder is in strict accordance with the specification requirements.
- 7) A bid bond in the amount of five percent (5%) of the regular route cost, for one year, must accompany bids. Bonds will be returned to the unsuccessful bidders concurrent with the bid award selection.
- 8) Bidding is limited to Contractors with at least five (5) years of experience providing pupil transportation for school districts with similar size transportation operations and with demonstrated ability in transitioning operations of this scope.
- 9) All figures given for passengers, routes, or lengths of routes are based on data available for the 2009-2010 school year.
- 10) The minimum charge for regular routes will be for the 170 days of service. Bids shall include a cost for providing the current level of service (pick up and delivery of students) as well as costs for providing only pick up at the start of the school day or delivery service for students at then end of the school day.

- 11) Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.
- 12) All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.
- 13) Bidders must include with their bid an audited financial report for the three (3) most recent fiscal years. In addition, each bid shall also be accompanied by:
 - A. A description of its present operations and a list of outstanding transportation contracts including the number of school buses used and the first year transportation service were furnished to the various entities.
 - B. The corporate or individual history of the bidder.
 - C. A resume summarizing the experience and qualifications of the contract manager who will be primarily responsible for the performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.
 - D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract.
 - E. A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy, which may give the bidder the ability to satisfy all bid requirements.
- 14) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, gender, or national origin, nor otherwise commit an unfair employment practice.
- 15) No contract shall be assigned or any part of the same subcontracted without written consent of the Board, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract.
- 16) Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.

- 17) The District shall own all buses or vehicles provided under this contract. The District shall be responsible for the maintenance of the buses and other school vehicle, as well as insurance on the vehicles.
- 18) These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should it be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.

GENERAL CONDITIONS TO BIDDERS

1) **COMPLIANCE WITH LAWS**

The Contractor must adhere to all applicable federal statues, laws of the State of Michigan and the Revised School Code, and shall observe and specifically comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices. This shall specifically include compliance with criminal background checks as required by state law.

2) **SUB-CONTRACT RESTRICTION**

Contractors shall bid on all routes in connection with these specifications. It is unacceptable to the Board of Education for the company to sub-contract any portion of the routes to other contractors. The Board may, if conditions change during the term of the contract, consider a request to subcontract certain aspects of the process, but will not be required to agree to any such changes.

3) **COLLUSIVE BIDDING**

The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

4) **DETAIL SPECIFICATIONS**

Detail specifications are found in the attached document stated in a proposed contract format.

5) **PROJECT DESCRIPTION**

The following information is provided regarding the Lakeview Community Schools' current pupil transportation program. Contractors are to base their cost projections on duplicating this service (see Appendices) within the requirements of the RFP.

Appendix A	2009-2010 Building Schedule
Appendix B	2009-2010 Staffing and Compensation Schedule
Appendix C	2009-2010 Vehicle and Run Schedule
Appendix D	Bidder's Pricing Page
Appendix E	Bid Submittal Information and Verification
Appendix F	SE-4094 Transportation Expenditure Report 2008-2009
Appendix G	Current Route Map of District
Appendix H	Affidavit of Bidder
Appendix I	Contract

6) COMPLIANCE HISTORY

In addition to the history of the bidder, the bidder shall provide a list of all civil or criminal lawsuits filed against the bidder, its owners and/or employees over the last 10 years, and should include information about the disposition of the claims. The bidder shall also provide information about any civil rights charges, unfair labor practice charges or any administrative complaints issued against the company, its owners and/or employees during the last 10 years, and include information on the resolution of those matters.

APPENDIX A
2009-2010 BUILDING SCHEDULE
(Please note in 2010-2011 one of the elementary building will be closed)

2009-2010 Lakeview Community Schools Scheduling Information

School Name	School Address	Grade Levels	School Start Time	School Dismissal Time	Total # of Buses Serving Building
Bright Start Elementary	9497 Paden Road Lakeview, MI	K-2	7:45 a.m.	2:45 p.m.	19
Lakeview Elementary	125 Fifth Street Lakeview, MI	3-5	8:00 a.m.	3:00 p.m.	19
Lakeview Middle School	516 Washington Ave Lakeview, MI	6-8	8:00 a.m.	3:00 p.m.	19
Lakeview High School	9800 Youngman Road Lakeview, MI	9-12	7:50 a.m.	3:03 p.m.	19
The district is on one campus and K-12 ride all buses					
Alternative Education	H O Steele 10260 South Sheridan Road Sheridan, MI	9-12	12:30 p.m.	4:30 p.m.	2
MAISD Career Center	1550 W Sidney Road Sidney, MI		8:00 a.m.	10:30 p.m.	2
MAISD Career Center	1550 W Sidney Road Sidney, MI		12:00 noon	2:30 p.m.	2

APPENDIX B
2009-2010 STAFFING & COMPENSATION SCHEDULE

2009-2010 Lakeview Community Schools Bus Driver and Aide Staffing Staffing

Route Type	Route #	Bus #	Wheelchair	Route Miles/Day	Route Hours/Day	Driver's Per Diem Rate	Aide's	Annual Longevity	Health	Dental	Vision	Life	Retirement	Cash in Lieu
			Lift Required				Hourly Wage							
Regular	1A	12	N	69.72	1.25	\$52.58				FF	FF	Yes	Yes	\$1,150.00
Regular	2A	30	N	64.98	3.5	\$52.58			FF	FF	FF	Yes	Yes	
Regular	3A	17	N	26.16	2.25	\$52.58		\$125.00	FF	FF	FF	Yes	Yes	
Regular	4A	16	N	64.94	3.25	\$52.58				FF	FF	Yes	Yes	\$900.00
Regular	5A	14	N	32.92	2.5	\$52.58		\$125.00	2 Person	2 Person	FF	Yes	Yes	
Regular	6A	31	Y	66.18	2.75	\$45.24						Yes	Yes	
		31					\$12.54		Single	Single	Single	Yes	Yes	\$600.00
Regular	7A	13	N	49.66	3.25	\$52.58		\$125.00	FF	FF	FF	Yes	Yes	
Regular	8A	19	N	66.16	3.75	\$45.24						Yes	Yes	
Regular	8A	9	N	45.04	2.75	\$52.58		\$125.00	FF	FF	FF	Yes	Yes	
Regular	10A	4	N	74.26	3.5	\$52.58		\$125.00		2 Person	FF	Yes	Yes	\$1,800.00
Regular	11A	2	N	44	2.5	\$52.58				FF	FF	Yes	Yes	\$900.00
Regular	12A	3	N	51.4	3.5	\$49.55						Yes	Yes	
Regular	13A	21	N	54.32	3	\$52.58				FF	FF	Yes	Yes	\$900.00
Regular	14A	26	N	56.74	2.67	\$52.58		\$125.00	2 Person	2 Person	FF	Yes	Yes	
Regular	15A	8	N	64.74	3	\$52.58		\$125.00				Yes	Yes	\$900.00
Regular	16A	29	N	47.06	2.75	\$49.55			FF	FF	FF	Yes	Yes	
Regular	17A	27	N	72.06	3.25	\$52.58		\$125.00		2 Person	FF	Yes	Yes	\$1,800.00
Regular	18A	18	N	54.4	3.25	\$49.55						Yes	Yes	
Regular	19A	7	N	45.72	2.5	\$45.24						Yes	Yes	
Career Cent	20A	14	N	43.64	1.33	\$23.41								
Career Cent	20B	14	N	44.31	1.33	\$23.41								
Career Cent	20C	13	N	43.64	1.33	\$23.41								
Career Cent	20D	14	N	44.31	1.33	\$23.41								
Alt Ed	AE1	4	N	111.76	2	\$23.41								
Alt Ed	AE2	27	N	111.76	1	\$23.41								

Dual positons within district results in insurance benefits

Ave Run 55.287368 2.90368421
 CC Ave 43.975 1.33

Supervisor	July - Dec only	Salaried	8+	\$23,813.79			FF	FF	FF	Yes	Yes
Secretary			4		\$15.60		FF	FF	FF	Yes	Yes

APPENDIX C
2009-2010 VEHICLE AND RUN SCHEDULE

Regular Transportation Vehicle Type	Number of Vehicles	Number of Days per year for 2009-2010	Number of hours per day (Garage to Garage)	Number of Miles per day (Garage to Garage) Individual run times listed on Appendix B
71 Passenger	13	180	2.9 hours on average	55 miles per day
77 Passenger	9	180	2.9 hours on average	55 miles per day
Special Needs Trans: Special Needs Trans:50 Passenger with 4 wheel chairs positions	1 plus a spare	180	2.9 hours on average	55 miles per day
Alternative Education (2 runs – 1 down 1 back)	Uses above one of above buses	180	2 hours on average for one run and 1 hour on average for second run	112 miles per each run (a.m. & p.m.)
Career Center Runs (4 runs- 2 down 2 back)	Uses above one of above buses	180	1.75 hours on average for each run	44 miles per each run (a.m. & p.m.)
Sub Total	24	180		
Sports / Activity Trips		Varies		
Grand Total	24	180		

APPENDIX E
BID SUBMITTAL INFORMATION AND VERIFICATION:

Submitted By: _____

DATE: _____

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____

TELEPHONE: _____

APPENDIX F
SE-4094 TRANSPORTATION EXPENDITURE REPORT 2008-2009

APPENDIX G
CURRENT ROUTE MAP OF DISTRICT

Policy/Legal Issues:

P.A.112 allows school districts to privatize support services, i.e. custodial, maintenance, food service and transportation

**APPENDIX I
CONTRACT
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APPENDIX I
CONTRACT TO PROVIDE
BUS TRANSPORTATION SERVICE TO
LAKEVIEW COMMUNITY SCHOOLS

THIS PERSONNEL CONTRACT ("Contract") made and entered into this ____ day of _____

2010, effective July 1, 2010 thru June 30, 2013 by and between _____

("Company"), and the Lakeview Community Schools, 123 Fifth Street, Lakeview, MI 48850 ("District" or "Board").

WHEREAS, the District desires to provide bus transportation service for students and other individuals authorized by the District at various sites as the District sets;

THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Company and District agree as follows:

1. **Definitions:**

- a. "District" refers collectively and individually to the Lakeview Community Schools, the Lakeview Community Schools' Board of Education, its Superintendent, and his/her designee(s), the District Administration, employees and agents. The term "Board", when referenced herein shall have the same meaning as "District".
- b. "Company" refers to _____, its officers, employees, and agents.
- c. "Students" are defined as those persons eligible or authorized for transportation service provided herein by the Board.
- d. "Bus Service" shall be defined as the providing of bus transportation service for Students in accordance with all applicable federal and state laws, as well as applicable rules and regulations set forth by the Michigan Department of Education, or the Michigan State Board of Education as may be in effect from time to time.

2. **Service:**

Bus Service shall be provided throughout the term of this Contract. In addition, Company will require all employees to follow Board policies pertaining to student transportation, field trips, athletic contests and extra-curricular trips, plus the Board's administrative guidelines and/or practices pertaining to the reporting and handling of student discipline incidents. No persons other than Students, Supervisors, Company employees, District authorized volunteers, District employees, or drivers in training, are to ride the buses without the written approval of the District Superintendent or designee. Company will permit authorized District representative(s) to ride the buses on all routes for assessing the quality of service, addressing student issues and parental complaints and other legitimate purposes. The Company shall remain solely responsible for the supervision and discipline of its employees.

3. **Maintenance:**

The District shall be responsible for all maintenance and shall keep all district owned buses and related equipment used in Bus Service under this Contract in reasonable condition. The term "reasonable condition" means, at a minimum, that every bus must pass any and all inspections and tests required by Michigan law and provided for by the Michigan State Police or other State agency. The District shall have the right, at any and all times, to inspect any equipment for purposes of assuring vehicle condition and safety. The Company agrees that all buses used for Bus Service transportation use shall be carefully inspected daily for defects (mandatory federal and/or state pre-trip inspection) and that it shall report all deficiencies to the District and not use any vehicle, which is an unsafe condition.

In the event of a mechanical failure or breakdown of any bus, Company agrees that a spare bus and driver shall respond to the site of the breakdown, as quickly as possible, for transfer of students for delivery to their destination in accordance with this Contract. In order to assure compliance with this obligation, the District shall maintain a spare bus factor of ten (10%) percent of dedicated route vehicles.

4. **Routing and Pick-Up:**

Company shall pick-up students identified by the District at such locations and times designated by the District to transport to the classes/facilities set by the District. Company shall transport designated students to such locations, arriving at times designated by the District and return them to their stops, over routes developed and recommended by Company and approved by District. All pick-ups of students shall be door-to-door or in groups as specified by District policy and per approved routing plan.

Subsequent to approval by the District of the Company's recommended routing plan, Company shall make no substantial changes thereto without prior notice to and approval of the District. After approval of recommended routing plan by District, Company shall notify each student prior to the start of each school year of the applicable pick-up times and shall notify each student as to any subsequent change in time of pick-up or route, as approved by District, which will affect that student.

The Company and the District shall mutually agree on a method of notification to parents and students of scheduled pick-up times prior to the start of each school year and the costs for notification shall be shared equally by the parties.

Company agrees to work in cooperation with the District to establish the most advantageous routing plan for the safety of students within the guidelines provided for in this Contract and Board policy. Company agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any students and notify District authorities. Company agrees to work with District designees regarding necessary Individual Education Plan (IEP) transportation requirements.

The Company agrees to maintain the current student database contained in the computer routing system (VersaTrans) used by the District for transportation service. The District shall be responsible for any VersaTrans software upgrades to this system, if required.

5. **Drivers/Attendants:**

Company shall provide drivers for the buses owned by the District and used in providing the Bus Service who are qualified and competent both in the operation of the buses, which they drive, and in dealing and handling students with whom they will interact. Company agrees that all drivers the Company provides will be CDL (commercial driver's license) qualified as required by law. Each driver shall have a certified safe driving record and no felony conviction of any sort, whether or not associated with the operation of a motor vehicle, or any "listed offenses", in accordance with applicable state laws. Company shall maintain copies of Secretary of State abstracts, conviction record transcripts, and references on all drivers, all of which shall be made available to District upon request. Company agrees to provide pre-service training. This pre-service training must also include approximately twelve (12) hours of classroom instruction by a regional or local instructor from Company. All drivers shall receive at least four (4) hours of inservice training per year from Company.

The Company shall not provide any drivers under this Contract whom Company knows to have more than four (4) points currently on his/her driving record pursuant to the State of Michigan point system maintained by the Michigan Secretary of State. Company shall also not provide any drivers under this Contract whom it knows, by complying with state law and this Contract, to have been convicted at anytime of driving under the influence of intoxicating liquor or an illegal substance. All drivers shall be carefully selected as to character and ability and must meet or pass all requirements and tests provided under Michigan or federal law and be tested pursuant to all tests permitted thereunder.

Company agrees that in recruiting drivers for new or open positions in the operation of the Contract, it will emphasize its efforts to recruit from the communities situated within the District. In the event, that qualified and acceptable applicants are not forthcoming from the Districts' communities, then the Company may look outside those communities to fill vacant positions.

All drivers will receive all state mandated training, as well as, Company inservice training. The responsibility for hiring and discharging Company's personnel shall rest entirely upon the Company unless otherwise provided herein.

The Company shall furnish to the District the following information relative to each driver and that will be used and be responsible for keeping such information current:

- a. Name of driver (last, first and middle initial)
- b. Driver's address
- c. Driver's driving permit and driver's license number
- d. Bus Driver Certification
- e. Results of the criminal background check
- f. Normal routing assignment
- g. Normal bus assignment

The Company shall conduct pre-employment and drug and alcohol testing of all safety-related employees as permitted or required by law. The Company will ensure that all drivers are insurable and remain insurable during their employ with the Company while providing service to the District under the terms and conditions of this agreement.

The District may, for good cause, request that a driver be removed from servicing the District. Such requests shall not be unreasonably denied.

The Company shall also employ bus attendants, as required by the District, during the term of this contract. Pre-employment screening, as it applies to bus drivers, shall also apply to bus attendants. Applicable training costs of bus attendants shall be borne by the Company.

The Company agrees to reimburse the District for the cost it may incur as a result of conducting a criminal background check of applicants for the position of bus driver or, bus attendant using the Districts' finger printing procedures for new employees or for any such testing, screening or application processes, which must be or are conducted by the District.

Each driver/attendant shall comply with District policies concerning student management and discipline including non-discrimination and corporal punishment of students. The Company may establish any additional standards it determines necessary.

6. **Management and Clerical Personnel:**

The Company will provide at all times during the term covered by this Contract, an experienced manager, and at least one (1) corresponding administrative assistant or secretary, acceptable to the District and Company, who shall be responsible for the Company's performance of its obligations under this Contract. Such supervision and assistance shall either be on-site or reasonably accessible to the on-site employees and District personnel. The Company commits to having such personnel on site for a minimum of _____ (to be mutually determined by Company and District at the time of contracting) hours per week, during normal transportation times. The District will provide an office space for the times they are on site.

The Company's assigned manager shall have, or be in the process of obtaining, State of Michigan Transportation Supervisor Certification. The manager must hold and maintain a current CDL License and a current school bus driver certificate. It is understood that management and clerical personnel will be taking annual vacations, but these shall not conflict with District transportation operations during the school year.

7. **Student Safety Program:**

Company agrees to provide student safety training to kindergarten through fourth graders on an annual basis. Such instruction will be coordinated with the District for location and time of assembly.

8. **Insurance:**

The District shall provide liability insurance coverage for the initial claim of \$1 million (\$1,000,000) per occurrence. The Company shall provide liability insurance in the amount of \$5 million (\$5,000,000) to be in excess of the District's liability policy and effective after the initial \$1 million (\$1,000,000) liability of the District is exhausted. Notification of change or cancellation and certification of the District's policy shall be subject to the same terms and conditions as the Company's notification, certification, and cancellation requirements listed in the succeeding paragraph. Company agrees that it shall carry standard public liability insurance with a responsible Company or Companies licensed to do business in Michigan with a minimum combined single limit of liability of one million dollars (\$1,000,000) per accident, including bodily injury and property damage. Company shall furnish District with a certificate of insurance setting forth evidence of such coverage and such certificate shall evidence District's right to receive notice from the insurer in the event that such insurance shall be canceled or suspended. The policy shall set forth the District as an additional insured party. The Company agrees to indemnify, defend and hold harmless Lakeview Community Schools and any and all board members of any kind, officers, employees, agents, volunteers, or assigns against all suits, actions, legal proceedings, claims and demands

and against all damages, losses, costs, expenses and attorney fees, in any manner caused by, arising from, incident to, connected with or growing out of the contract or Company act, or omissions in its capacity as an employer or service provider, including the acts of its employees.

The Company agrees to notify the District Superintendent or designee immediately of any claim arising pursuant to said policies. The Company shall cause the policy to include an endorsement to the effect that the policies shall not be canceled without thirty (30) days prior written notice to the District Superintendent or designee. In case of termination, the Company shall provide evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the termination of the original policy. A certificate of said Company must provide insurance before the effective date of this Contract and the beginning of each school fiscal year.

The Company will maintain policies of insurance covering Workers' Compensation as required by the laws of the State of Michigan, and it shall provide the District with proof of said coverage upon request.

9. **Payments:**

Company will invoice the District on the first of each month for Bus Service provided during the previous month.

No bus will be loaded with passengers such as to create overcrowding situations. In the event of a change in the needs of the District, decreasing the amount of daily Bus Service to be provided, then the rates will be renegotiated downward.

Company shall be guaranteed a minimum of one hundred seventy (170) days of paid Bus Service each year or the number of days required by law. Company agrees to abide by the District's closing of schools, delay of schools and early dismissal of schools for weather-related calamity (ies). Rates may be subject to renegotiation for a substantial increase in the Company's operating costs. Substantial is defined as a 20% plus unforeseen increase in total operating costs. No change in rates shall occur without prior written agreement of the parties. If no agreement is reached, then the Company may terminate this Contract upon sixty (60) days written notice.

It is understood that all rates are based upon operational information provided in writing by the District. Should such information be incorrect, Company may renegotiate its rates. If renegotiations do not result in an agreement as to such rates, the Company may terminate this Contract with ninety (90) days written notice to the District Superintendent.

10. **Field Trip and Non Regular Route Transportation Rates:**

See Attachment A for rates, which are effective for the 2010-11, 2011-12, and 2012-13, school **fiscal** years. Company shall provide drivers and attendants (as requested) for Districts' scheduled field trips, athletic events, and extra-curricular trips. The District shall give the Company three (3) days prior notice, whenever possible, of any scheduled field trip, identifying the destination and number bus drivers required. The District reserves the right to lease other vehicles to transport pupils and athletic teams for field trips and other special events, at the District's direction.

11. **Storage and Maintenance of Buses at District's Bus Facility:**

District will be responsible for any and all environmental conditions existing on the property as of the effective date of this Contract, except for conditions caused by the Company. The Company will monitor and comply with all environmental and EPA requirements pertaining to Company activities. District will perform all routine and structural maintenance on the facility, including snow removal for the parking lot as well as cleaning of the facility.

The District will be responsible for facility utilities (except telephone expenses) and building property and liability insurance.

The District may permit other Public, Private and Parochial School Districts to use its bus facility for their bus servicing operations, provided it does not interfere with the District's Bus Service operation under this Contract.

12. **Term:**

This Contract shall become effective July 1, 2010, and shall relate to the provision of Bus Service from July 1, 2010 until June 30, 2013.

13. **Termination:**

If the District believes the Company is not providing the Bus Service consistent with the terms of this Contract, it shall notify the Company in writing citing all Bus Service deficiencies. The Company shall have thirty (30) days to remedy any non-emergency cited breaches. Emergency breaches shall be remedied immediately. If Company fails to remedy the cited breaches to the satisfaction of the District, the District may terminate this Contract upon thirty (30) days written notice.

14. **Company's Representations:**

The Company shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of this Contract and in particular any such laws pertaining to safety.

The Company agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the District. Notwithstanding the foregoing, District agrees that riots, acts of God, and other unforeseeable events which render it impossible on the part of the Company to perform its obligations under the terms of this Contract or which result in the non-operation of the facilities attended by District students, shall relieve Company from its obligations under this Contract and shall likewise relieve the District from any obligation to make payments to Company under the terms of this Contract for the days in which the Company does not perform under this Contract due to these causes.

15. **Non-Appropriation of Funds:**

The District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2010-11 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriation necessary to fund the contract understanding that the availability of funds is contingent upon varied sources. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Bus Service (including, but not limited to a reduction in Bus Service) described in this Contract, then the obligations under this Contract are suspended in part, or entirely, as of the date the funding expires. The suspended obligations will become binding and enforceable from the date adequate funding is restored regardless of the source.

16. **Change of Law:**

Notwithstanding anything else in this Contract to the contrary, in the event any federal, state, local or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event there are other material changes in the requirements of the Board (such as major enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), and the impact of such

changes materially impacts the methods and/or costs of the Company in connection with providing Transportation Services, then upon written notice to the District's Superintendent, Company may request a renegotiation of this Contract. Such renegotiation shall include, but not be limited to, the payment schedule, duration of the Contract and levels of service. The Company and the District representatives agree to negotiate in good faith and with due dispatch. Any modifications to this Contract resulting from such negotiation(s) shall become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Company. In the event the Company and the District are unable to reach a satisfactory Contract within sixty (60) days after such written request, Company shall have the right to cancel this Contract by written notice to the District Superintendent, on or before the next anniversary date, whereupon, effective on such next anniversary date, this Contract shall be null and void.

17. **Severability:**

In the event that any provision contained in this agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of the agreement shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

18. **Equal Employment Compliance**

Company confirms that it is an equal opportunity employer. Company takes affirmative action in order to ensure that equal employment opportunities are available to all. Company hires and retains without regard to race, religion, color, gender, age, marital status, sexual orientation, ethnic background, national origin, handicap or protected disability or any other legal protected characteristic or condition.

Company's policy is to recruit and select applicants for employment solely on the basis of their qualifications. The Company's decision to employ is based, first, on whether any positions are available; and, second, on which applicant best meets the requirements of the open position.

19. **Company Not an Agent:**

The Company acknowledges that it is not a representative, official agent, partner, or employee of the District, but rather is an Independent Contractor providing personnel for the transportation services for the District.

20. **Assignment:**

This Contract shall not be assigned, nor subcontracted, in whole or in part, without the prior written consent of the District, but in no case shall such consent change the terms of the Contract.

21. **Entire Contract:**

This Instrument contains the entire Contract entered into between the parties. Its terms may not be modified except in writing signed by the Company and the District. This Contract supersedes and takes the place of all prior contracts, whether written or oral, between District and Company.

22. **Insolvency:**

In the event, the Company becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the District's option, this agreement may be immediately terminated.

23. **Miscellaneous Provisions:**

The parties hereto agree as follows:

- There shall not be any smoking permitted on any District owned vehicles at any time under any circumstances.
- The vehicles pursuant to this agreement are for the Districts' exclusive use and no other use is permitted unless authorized or agreed upon by the District in writing.
- The Company shall pay all costs and expenses attributable to any citations or moving violations issued to any bus or bus driver while in operation, to the extent permitted by law.
- The Company shall comply with any applicable minimum wage laws requirements.

This Contract consists of ten (10) typewritten pages. The terms and obligations of this Contract shall become effective on July 1, 2010.

IN WITNESS WHEREOF, the Board and Company have hereunto set their hands, this _____ day of _____, 2010.

Lakeview Community Schools

Daryl Johnson, Board President

Dixie M. Pope, Ed.D., Superintendent

Company_____

Name/Title_____

Name/Title_____

Attachment A

Route Rate:

Company shall receive per day from the District \$ _____

**Rate includes: (quantity) a.m./p.m. routes
(quantity) Alternative Education Routes,
(quantity) Career Center Routes**

in the 2010-2011 school year, Company shall be guaranteed a minimum of one hundred seventy (170) days.

If the daily schedule increases or decreases in a manner requiring the contractor to utilize more or less than 19 daily route vehicles, then the contractor will adjust upward or downward the daily price of \$ _____ per vehicle of the applicable school year, up to 4 vehicles. Any adjustments of more than four (4) vehicles will be subject to negotiation.

Additional mid-day, \$ _____ per bus per trip.
Alternative Education, Career Center, or Special Ed. Routes

Bus Attendant Rate:

Company shall receive from District \$ _____ per hour

Field Trip and Non Regular Route Transportation Rates:

Company shall receive from the District \$ _____ per hour in-District field trips and \$ _____ per hour out-of District field trips, with a one (1) hour minimum.

District will also reimburse the Company for the cost of any permits, tolls or parking fees.

If rates are not to be held constant for the full contract period, list the rate changes and the effective dates.

Lakeview Community Schools

Company _____

Daryl Johnson, Board President

Signature, Name, and Title

Dixie M. Pope, Ed.D., Superintendent

Signature, Name and Title