

HERITAGE COMMUNITY CHARTER SCHOOL

Student Transportation Request for Proposals

Contracted Services

Contents

SECTION 1: SELECTION SCHEDULE.....	1
SECTION 2: INTRODUCTION.....	1
SECTION 3: BIDDING INFORMATION.....	2
SECTION 4: BID EVALUATIONS.....	4
SECTION 5: BID PROCESS COMMUNICATION.....	5
SECTION 6: PROJECT SCOPE.....	5
SECTION 7: CONTRACTOR RESPONSIBILITIES.....	6
SECTION 8: CONTRACTOR PERSONNEL.....	8
SECTION 9: STUDENT MANAGEMENT AND DISCIPLINE.....	9
SECTION 10: SUPPORT AND FACILITIES.....	10
SECTION 11: INSURANCE.....	11
SECTION 12: ACCIDENT.....	11
SECTION 13: ROUTING & TRIPS.....	12
SECTION 14: COMPENSATION AND BILLING.....	13
SECTION 15: CONTRACT ADJUSTMENTS:.....	14
SECTION 16: COMPLIANCE WITH LAWS & DISTRICT POLICY.....	16
SECTION 17: CONTRACT TERMINATION & FAILURE TO COMPLY.....	16
SECTION 18: PUBLIC RELATIONS.....	18
SECTION 19: PREVENTATIVE MAINTENANCE AND TECHNICIAN IN-SERVICE PROGRAM.....	18
SECTION 20: MANDATORY DRUG / FINGERPRINTING / CRIMINAL HISTORY CHECK.....	18
SECTION 21: SAFETY PROGRAM / DRIVER TRAINING.....	19
SECTION 22: REPORTS.....	19
SECTION 23: RELATIONSHIP OF PARTIES.....	19
SECTION 24: ASSIGNMENT OF CONTRACT.....	19
SECTION 25: SEVERABILITY.....	20
SECTION 26: CONTRACT DISPUTE.....	20
SECTION 27: CONFIDENTIAL INFORMATION.....	20
SECTION 28: MANNER OF SUBMITTING BIDS.....	20
SECTION 29: BID BOND.....	23
SECTION 30: BID FORM.....	24
BIDDER QUESTIONNAIRE.....	26
BID EVALUATION SHEET.....	36

Request for Proposal
Student Transportation Services
Contracted Services

SECTION 1: SELECTION SCHEDULE

Advertisement of Bid Proposal: -

Published in the *Idaho Press Tribune*

Friday, April 23, 2021 –

Friday, May 14, 2021 –

Friday, April 30, 2021 – 4:00 PM Informational Pre – Meeting via Zoom

Initial Requirements: - Mandatory Letter of Intent – Friday, May 07, 2021 by 4:00 PM

Note: To be considered eligible to bid, the Letter of Intent must be submitted and received by the designated date and time.

Deadline for Submission of Bid Proposal – Friday, May 21, 2021 by 4:00 PM

Begin Bid Evaluation – Monday, May 24, 2021 at 10:30 AM

Review of Submitted Bid - Transportation Selection Committee

Tentative Recommendation to Board of Directors – May 24, 2021

Tentative Bid Award Date – June 3, 2021

Tentative Vendor to Begin Contracted Service –August 23, 2021

SECTION 2: INTRODUCTION

- A. HERITAGE COMMUNITY CHARTER SCHOOL is requesting proposals for Student Transportation Services.
- B. HERITAGE COMMUNITY CHARTER SCHOOL will award the contract for Student Transportation Services for a five (5) year period: July 01, 2021 – June 30, 2026. It is recognized by HERITAGE COMMUNITY CHARTER SCHOOL and its Board of Directors that the “begin service” date is tentative, and it may be adjusted as necessary. Any

Adjustments in this date will be mutually agreed upon by both HERITAGE COMMUNITY CHARTER SCHOOL and the Contractor.

- C. It is understood that the end of the initial contract period, pursuant to Idaho Code, Section 33-1510, the Board of Directors may re-negotiate terms satisfactory to HERITAGE COMMUNITY CHARTER SCHOOL, with the successful Contractor and renew the contract for a term not to exceed five (5) years. The contract entered into by the Board of Directors for Student Transportation Services shall be in writing and in a form approved by the State Department of Education.
- D. It is understood that the bid shall be awarded to the “Lowest Responsive Responsible Bidder” as determined by the Board of Directors. Bid award will not be based on cost alone (See Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.

SECTION 3: BIDDING INFORMATION

- A. The successful Bidder will be expected to provide necessary leadership, coordination, and cooperation to assure that plans and services are responsive to the needs of HERITAGE COMMUNITY CHARTER SCHOOL and service goals are consistent with HERITAGE COMMUNITY CHARTER SCHOOL and State requirements and all applicable laws.

It is highly recommended that interested parties attend an Informational Pre- Meeting via Zoom at 4:00 PM on Friday, April 30, 2021. Information will be available on HERITAGE COMMUNITY CHARTER SCHOOL website.

- B. It is mandatory that all prospective bidders submit in writing a letter of intent, stating their interest in and/or their intent to place a bid. The letter of intent must be addressed to:

Javier Castaneda, Executive Director
1803 East Ustick Road
Caldwell, Idaho 83605
csumner@hccs481.org

The letter of intent must be received as an email attachment or by mail on or before Friday, May 07, 2021 by 4:00 PM.

The letter of intent must be clearly marked, “Prospective Bidder for Student Transportation Services” and include the following:

Name of Bidder
Address of Bidder
Email address of Bidder
Phone # of Bidder
Contact person for Bidder
Statement of Intent to Bid and the Request to Receive the Bid Procedures and Specifications

- C. Bid proposals must be in a sealed package and be marked “Bid Proposal for Student Transportation Services” and be submitted on the forms provided by HERITAGE COMMUNITY CHARTER SCHOOL, on or before Friday, May 21, 2021 by 4:00 PM to:

Javier Castaneda, Executive Director
1803 East Ustick Road
Caldwell, Idaho 83605

Bids will be publicly opened and read at the designated time. Any bids received after this date and time will be returned unopened to the sender.

- D. The services and equipment required and offered in a bid proposal should meet the needs as described and relating to the number of students transported daily. Only one proposal may be submitted and considered. Bidder may include any special or unique services they plan to provide.
- E. Through a process of inspection and evaluation, all Bidders are responsible for obtaining information related to routing, equipment, ridership, etc.
- F. The submission of a bid will be construed to mean that the Bidder understands the requirements and that he/she can supply the services specified.
- G. In submitting a bid, the Bidder certifies conformity to all applicable Federal and State laws and regulations regarding school buses, their operation and employment requirements.
- H. Bids received after the date and time of opening shall not be considered. No Bidder may withdraw their bid after the date and time set for the opening, or before the contract is awarded, unless said award is delayed more than 45 days after the submission date of Monday, May 24, 2021 at 10:30 AM.
- I. Bids will be publicly opened at HERITAGE COMMUNITY CHARTER SCHOOL on Monday, May 24, 2021 at 10:30 AM. All interested persons are entitled to attend the opening. The bid proposal sheet shall be signed with pen and ink by the appropriate person in the Bidder’s organization. Signatures should include the full name and the office or position held in the Bidder’s organization.
- J. A page limitation will be in effect for all Bidders. Bid proposals will be limited to a maximum of 250 pages, including the proposed contract/agreements and bidder’s questionnaire. No page shall contain information on more than one side of the paper. Bidder may submit one complete copy of an addendum to their regular BID PROPOSAL. The addendum may contain a copy of Bidder’s employee handbook and other ancillary information not provided as a part of the Bidder’s regular bid proposal.
- K. Bidder shall submit with their bid proposal the Contract Agreement that they are prepared to execute if awarded the contract. The proposed Contract Agreement must follow the format of the “Model Contract” as recommended by the State of Idaho Department of Education – Student Transportation. In the event the contract document submitted by a Bidder contains terms and conditions materially different from those set forth in this Request for Proposal, whether by addition, modification, or omission, the

School may consider those changed terms during its bid proposal evaluation process. The School reserves the right to reject any bid proposal that includes material changes to the contract language, which has been included with this Request for Proposal. For reference only, see the sample of the "Model Contract" included with these Bid Procedures and Specifications.

- L. No proposal will be considered unless accompanied by a Bid Bond in the form of certified check, a cashier's check, or bid bond executed by a qualified surety company made payable to HERITAGE COMMUNITY CHARTER SCHOOL in an amount of 5% of the first year's route cost proposal, as calculated on the Bid Bond Calculation Form. No interest will be allowed on Bid bond. The bond shall be forfeited by the Bidder in the event of failure to fulfill provisions of bid on which contract is awarded.
- M. It is understood the Board of Directors of HERITAGE COMMUNITY CHARTER SCHOOL reserves the right to accept or reject any or all bids, to waive any or all formalities in any bid or in the bid process, deemed to be in the best interest of HERITAGE COMMUNITY CHARTER SCHOOL and no contract exists on the part of HERITAGE COMMUNITY CHARTER SCHOOL until formal written notice has been given or until a contract is executed.
- N. Bid proposals received by telephone, fax, e-mail, or any other unapproved form, are not acceptable and will not be considered.
- O. To qualify as a Bidder, Bidder must show that it has prior experience in the field of home-to-school, special needs, and activity bus transportation. Therefore, Bidder must provide evidence that it has successfully operated a school bus contract with a public school district and has the ability to fulfill the transportation requirements of HERITAGE COMMUNITY CHARTER SCHOOL.

SECTION 4: BID EVALUATIONS

- A. To assure uniformity and facilitate evaluation, all bids must be submitted on the forms provided by HERITAGE COMMUNITY CHARTER SCHOOL and made available as described above. Bidder must sign all forms included with the bid, in ink.
- B. It is HERITAGE COMMUNITY CHARTER SCHOOL'S intent to determine the "Lowest Responsive Responsible Bidder" through evaluation of various criteria including, but not limited to, price and overall cost of services to be rendered, the quality of local management and operations, company stability, local service reputation, length of time in business, preventative maintenance programs, safety programs, and technology and equipment (buses) that will handle the number of students to be transported daily. The proposals will be evaluated from a standpoint of the Bidder's capability to serve the current needs in a safe and efficient manner and to provide leadership in safety, routing, personnel, etc.
- C. In the interest of HERITAGE COMMUNITY CHARTER SCHOOL, consideration will be given to the Bidder demonstrating their accountability and cooperation with the HERITAGE COMMUNITY CHARTER SCHOOL personnel and that all decisions

affecting the school bus transportation operation are being made locally.

- D. Bid proposals will be evaluated by HERITAGE COMMUNITY CHARTER SCHOOL'S Transportation Selection Committee. The committee will meet to review all documents submitted as a part of each bid proposal.
- E. Evaluation of the "Lowest Responsive Responsible Bid" will be based on the criteria listed on the Transportation Bid Evaluation Sheet. Points will be awarded for each item shown based on the criteria as listed with total possible points of 100.

SECTION 5: BID PROCESS COMMUNICATION

- A. For purposes of fair, consistent, and clear communication, all communication will be in writing, via email. This will apply to any addendums that are necessary, any questions by Bidders, and any requests for clarification by Bidders or other necessary communication. Verbal communication is discouraged, except for the mandatory Pre-Bid Conference. Any and all addendums or responses to Bidder's questions or requests for clarification will be answered in written form posted on HERITAGE COMMUNITY CHARTER SCHOOL website. During the bid process and before bids are required to be submitted, should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, they shall at once notify HERITAGE COMMUNITY CHARTER SCHOOL. At that time HERITAGE COMMUNITY CHARTER SCHOOL will post the information for all to see on HERITAGE COMMUNITY CHARTER SCHOOL website. HERITAGE COMMUNITY CHARTER SCHOOL will not be responsible for any oral instructions. All written addendums posted on HERITAGE COMMUNITY CHARTER SCHOOL'S website are to be considered in their proposal and do become part of the Bid Procedures and Specifications.
- B. After bids have been opened and read and while being evaluated by the Transportation Selection Committee, discussions may be initiated by HERITAGE COMMUNITY CHARTER SCHOOL with Bidders who submitted proposals which have been determined to have potential for possible selection. During this time, any requests for clarification or questions relating to the proposal submitted by the Bidder shall be in writing, via email. Likewise, any responses by the Bidder to HERITAGE COMMUNITY CHARTER SCHOOL's requests for clarification or questions shall also be in writing. Verbal communication is discouraged. HERITAGE COMMUNITY CHARTER SCHOOL will be keeping a detailed record of all communications.

SECTION 6: PROJECT SCOPE

- A. The Contractor will be expected to act as an independent contractor in providing, managing, and operating HERITAGE COMMUNITY CHARTER SCHOOL'S school bus transportation system. The Contractor will be expected to manage the day-to-day operation of the system to assure on-time convenient service. The Contractor will plan and evaluate routes to assure optimal use of system resources. The Contractor will

manage vehicle maintenance and transportation facilities to assure safety and efficiency. The contractor will be expected to maintain a strong and positive public image. The Contractor will be required to provide all labor and equipment (buses) required to meet the contract needs and requirements. HERITAGE COMMUNITY CHARTER SCHOOL highly encourages the use of local labor force whenever possible.

- B. The Contractor will be expected to cooperate closely with HERITAGE COMMUNITY CHARTER SCHOOL in the planning, administering, evaluating, and supporting of the school bus transportation system.

SECTION 7: CONTRACTOR RESPONSIBILITES

- A. By the first day of school for the 2021-2022 school year, all equipment specified for use as outlined in the bid proposal will be on site. A “late penalty” will be assessed in the amount of \$500 per day, per bus, for each route using equipment not provided in the bid proposal, except as such failure is due to an accident, fire, or vandalism. It is agreed by HERITAGE COMMUNITY CHARTER SCHOOL and the Board of Directors that any agreement to adjust the “Begin service” date will not activate the “late penalty” clause. Any adjustment in this date will be mutually agreed upon by both HERITAGE COMMUNITY CHARTER SCHOOL and the Contractor.

- B. Bidder agrees to furnish and keep all equipment used for the transportation of students in strict accordance with the Federal and State of Idaho standards for school buses. Such equipment shall be maintained in good mechanical order at all times so as to pass the State School Bus 60 Day and Annual Inspection. Buses shall also be kept in a clean and sanitary condition and open to examination by HERITAGE COMMUNITY CHARTER SCHOOL at all times. Bidder agrees to administer on all buses used in Contract, an extensive preventive maintenance system which will include, but not be limited to:

- (1) Pre-trip and post-trip bus inspections before and after each trip;
- (2) Withdrawing a bus from service if a serious defect exists which includes, but is not limited to, steering, brakes, primary vision, exhaust, wheels, and tires.

- C. Bidder agrees to provide rates for the required number of buses (regular route and spares). The Contractor is encouraged to utilize efficient routing that meets the specifications for number of hours and miles. The following information is provided based on the number of buses currently being used for daily service as follows:

REQUIRED NUMBER OF BUSES	BUSES
REGULAR ROUTE	5 (3 buses double loop)

- D. In addition to the number of required regular route buses, Bidder agrees to maintain sufficient spare buses to be utilized as replacements in the event of a required and/or necessary service or repair.
- E. By August 1 of each year of this agreement, or upon request by the HERITAGE COMMUNITY CHARTER SCHOOL, the Bidder agrees to provide information

concerning the buses to be provided under this contract, including the year, make, capacity, and any special equipment. All equipment must be approved for the transportation of students by the State of Idaho Department of Education.

- F. HERITAGE COMMUNITY CHARTER SCHOOL reserves the right to inspect, approve, or reject any vehicle. It is in the best interest of HERITAGE COMMUNITY CHARTER SCHOOL, that all buses being used for student transportation be in good sound condition not only mechanically, but also in appearance. Due to the negative affect on equipment that climate and the corrosive deicing materials that are sometimes used during the winter in other states, any used bus being added to the fleet from out-of-state, whether at the start of the contract or during the contract period, may be inspected by HERITAGE COMMUNITY CHARTER SCHOOL for approval or rejection.
- G. Age of buses shall be determined by the year that is reflected as the body manufacture date. No daily route bus shall be older than the body manufacture year of 2000 at the outset of this contract and no daily route bus shall be more than 20 years old at the outset or during this contract.
- H. All buses must be equipped with 2-way radio communication capable of communication both bus-to-bus and bus-to-office throughout HERITAGE COMMUNITY CHARTER SCHOOL boundary. Any additional areas of coverage provided by 2-way radio communication will be taken into consideration by HERITAGE COMMUNITY CHARTER SCHOOL during the evaluation of each bid proposal. Cellular telephones may be provided only if they are in addition to using quality performance 2-way radio communication. One radio monitoring station shall be located in the Contractor's local transportation office, which must be "staffed" during regular hours of operation.
- I. Bidder agrees to furnish regular home-to-school route buses with an average maximum rated capacity of no fewer than sixty-five (65) passengers.
- J. Bidder agrees to negotiate any additional contract cost if a special needs bus with or without a lift is required to be added; however, at this time it is not.
- K. All buses furnished shall be constructed and, at all times when being used to transport students, be equipped and maintained to meet the standard construction of buses approved by the State of Idaho as set forth in the Standards for Idaho School Buses and Operations (SISBO) Manual.
- L. Passenger Load Limits: The following load limits shall be observed.

<u>Bus Rated Capacity</u>	<u>Elementary Target Capacity</u>	<u>Secondary Target Capacity</u>
65-66 Passenger	55-60 Passengers	38-42 Passengers
71-72 Passenger	60-65 Passengers	44-48 Passengers
77-78 Passenger	65-70 Passengers	48-52 Passengers

- M. Bidder agrees to submit the proposed regular bus routes to HERITAGE COMMUNITY CHARTER SCHOOL no later than August 5th each year for Board approval.

SECTION 8: CONTRACTOR PERSONNEL

- A. Bidder agrees to supply a primary driver to each route bus. Each driver shall be trained to meet the standards and guidelines set forth by the State of Idaho Department of Education and School regulations. The driver shall meet all ordinary and usual requirements of the position of school bus driver, and other necessary responsibilities to meet the standards of service and performance under the terms of this agreement. These requirements to include, but not be limited to DOT physicals, drug and alcohol testing and criminal history background screening (FBI fingerprinting and Idaho Bureau of Criminal Identification).
- B. Bidder agrees to permit school buses to be operated only by trained and competent drivers who hold valid, proper, and appropriate Commercial Driver's License (C.D.L.) for the operation of school buses in the State of Idaho.
- C. Bidder shall provide trained and qualified adults as bus attendants/aids when required or necessary for special needs buses.
- D. For the protection of the students, drivers and other persons coming in contact with the students must be of stable personality and of the highest moral character. The Bidder will have the responsibility and agrees, that it will not intentionally or knowingly allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Bidder agrees that it will not allow any person to drive a school bus who is not at the time, in a condition of mental or emotional stability.

Due to the heightened awareness of sexual misconduct in society, bidder must have in place abuse risk management training for creating awareness, identification and prevention of sexual abuse. Bidder is requested to provide samples from their abuse risk training program and a brief description of the training program. The training program must provide that each bus driver has received or will receive this training during their initial training, plus additional refresher training.

- E. Bidder agrees to have a training program in place to provide that all bus drivers are or will be First Aid and CPR certified.
- F. Bidder agrees to also have available personnel able to react within a reasonable time frame in case of an incident, accident, or emergency, which requires an immediate response.
- G. HERITAGE COMMUNITY CHARTER SCHOOL strongly believes that quality personnel in management positions are critical to safe, consistent, efficient, and high quality transportation services. Bidder agrees to employ personnel that will meet these objectives and a description of the personnel that will serve in management positions should be described in the proposal.
- H. Bidder agrees to employ, on-site, a full-time Operations Manager/Transportation Supervisor, dedicated to the supervision of the operations related to the student transportation for HERITAGE COMMUNITY CHARTER SCHOOL. Responsibilities to include, but not be limited to, supervision of route planning, the hiring process, driver

training, school relations, and school bus maintenance. This Operations Manager/Transportation Supervisor position will be separate from all other positions and shall not have an assignment of a daily route.

- I. The students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the interest of the children in such transportation shall take precedence over the interest of either the Contractor and its drivers or HERITAGE COMMUNITY CHARTER SCHOOL. It is recognized that the primary obligation of the Contractor is to operate its affairs so that HERITAGE COMMUNITY CHARTER SCHOOL will be assured of this continuous and reliable service.
- J. Bidder agrees to have on-site, an employee whose primary responsibility will be related to the issues of student management. This person shall also have the responsibility to work with the drivers, HERITAGE COMMUNITY CHARTER SCHOOL personnel and patrons to maintain proper discipline on the school buses. Bidder will also have the responsibility to make personal contact with parents/guardians to relay safety violations and school bus suspensions.
- K. Bidder agrees to provide technicians for service and maintenance of school buses. Technicians shall be on-site and be ASE-certified. The ratio of technician to buses should be at a minimum of 1:20. As HERITAGE COMMUNITY CHARTER SCHOOL grows and the number of buses increases, a minimum ratio of technicians to buses must be maintained.
- L. Bidder shall employ, on-site, a driver trainer responsible for training qualified new drivers and for administering the Contractor's driving training program. The driver training position will be separate from other positions and may have an assignment of a daily route.
- M. Bidder agrees to the responsibility for hiring and discharging personnel. The Bidder agrees that it shall enter into no agreement or arrangement with any employee, person, or group which will in any way interfere with its ability to comply with this requirement. The Bidder agrees to ensure that all employees will comply with the criminal background check as described in Idaho Code I.C. 33-130, which includes an FBI Fingerprint check and a background check through the Idaho Bureau of Criminal Identification. Notwithstanding the provisions of above, HERITAGE COMMUNITY CHARTER SCHOOL shall have the right to require dismissal of any person or driver who in the School's opinion is not qualified to operate a school bus under this agreement.
- N. Bidder shall provide a detailed staffing plan listing what is appropriate, efficient, and effective for HERITAGE COMMUNITY CHARTER SCHOOL operation.

SECTION 9: STUDENT MANAGEMENT AND DISCIPLINE

- A. Bidder shall provide a copy of the student management plan that will be used in dealing with student transportation related discipline issues. HERITAGE COMMUNITY CHARTER SCHOOL student discipline policy may be substituted for or incorporated

with the Bidder's student management plan.

- B. Bidder agrees that through its agents and employees, it will endeavor to maintain proper discipline on school buses at all times and shall be responsible for the welfare and conduct of students while on the bus. It is required that a software application be utilized to maintain a database of past and present school bus citations and the related detail.
- C. Bidder agrees to provide a digital video surveillance system for all regular routes and backup buses. Each regular route and backup bus will be equipped with a video camera for use in monitoring student behavior on buses. The surveillance system shall be capable of maintaining at least 1 week of current video at all times, and be capable of transferring video files via the internet for viewing by Building Administrators.
- D. Bidder shall describe a procedure for how cases of student misbehavior on buses will be reported to HERITAGE COMMUNITY CHARTER SCHOOL'S Administrator. All disciplinary matters will be handled in strict accordance with HERITAGE COMMUNITY CHARTER SCHOOL policy, including any acts of vandalism to the buses. Bidder agrees to abide by the HERITAGE COMMUNITY CHARTER SCHOOL policy. Bidder accepts responsibility for documenting, and issuing all student citations. Bidder also agrees to contact parents regarding Courtesy Warnings (if applicable), 1st Citations and 2nd Citations. Bidder agrees to forward each student citation to the appropriate Building Administrator for information purposes and disciplinary action. Bidder agrees to cooperate with the Building Administrator and to assist when necessary with the entire process related to student/bus misconduct, citations, and other transportation related disciplinary actions. In no case will the driver eject a student from a bus for misbehavior, unless the student is endangering the safety of other students, or such action has received prior approval from HERITAGE COMMUNITY CHARTER SCHOOL personnel.

SECTION 10: SUPPORT AND FACILITIES

- A. Bidder agrees to provide, on or before August 5, 2021 office and school bus maintenance facilities of adequate size to store and maintain the required number of buses and to administer the school bus operations for HERITAGE COMMUNITY CHARTER SCHOOL. The office facility shall provide multi-line telephone service to accommodate school patrons and to disseminate information concerning routes and time schedules. In addition, the office facility must provide for a dedicated area for dispatching school buses and drivers. The Bidder agrees to provide, as a part of their bid, a proposed detailed description of Bidder's school bus maintenance facility, vehicle parking, office, and drivers training facilities. The detailed description should include, but not be limited to, the location of the facilities, the overall size and number of bays in the maintenance facility.
- B. Bidder agrees to have competent management and supervisory personnel available between the hours of 6:00 a.m. and 5:00 p.m. (Mon-Fri) or beyond if requested by the school. Specified transportation staff shall be authorized to act on behalf of the Bidder.

SECTION 11: INSURANCE

- A. Bidder shall, at its own expense, procure and keep in force during the entire term of the contract, liability insurance, for bodily injury or death and for property damage or loss, protecting HERITAGE COMMUNITY CHARTER SCHOOL and its Board of Directors, the Bidder and its drivers and other personnel. Bidder agrees to provide limits of liability of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury or death and property damage or loss claims. Bidder agrees to provide HERITAGE COMMUNITY CHARTER SCHOOL a certificate of insurance evidencing such coverage and designating the HERITAGE COMMUNITY CHARTER SCHOOL as additional insured.
- B. Bidder agrees to carry at all times and pay the premiums on all Workers' Compensation insurance required in connection with its employees.
- C. Bidder must provide copies of the cover page(s) of the actual insurance policies covering workers compensation, general liability, collision, and comprehensive coverage from an insurance company with a minimum A.M. Best rating of "A" during the current rating year. Insurance Company and its Agent must be licensed and authorized in the State of Idaho, under Idaho Code 41, Chapter 10, and pursuant thereby a member of the State of Idaho Guarantee Association.
- D. Bidder agrees to hold HERITAGE COMMUNITY CHARTER SCHOOL and its governing Board harmless and does hereby indemnify HERITAGE COMMUNITY CHARTER SCHOOL from any and all liabilities, claims, action, demand, or damages arising out of any accident, or injury of any kind involving any child or children or property, while under the supervision of the Contractor, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of HERITAGE COMMUNITY CHARTER SCHOOL, its agents or employees.
- E. Prior to the beginning of any contract year, Bidder or its insurance agent agrees to provide to HERITAGE COMMUNITY CHARTER SCHOOL, certificate of insurance as verification of above insurance requirements.

SECTION 12: ACCIDENT

- A. Bidder agrees to notify HERITAGE COMMUNITY CHARTER SCHOOL'S Administrator or a designee as soon as possible and no later than four hours by telephone of any vehicle accident involving a school bus while operating for HERITAGE COMMUNITY CHARTER SCHOOL. Bidder agrees to forward within twenty-four (24) hours of each reportable accident, a written report describing all details of such accident. All accident reports shall be completed and filed in accordance with State laws and regulations and the requirements of the State Department of Education.

SECTION 13: ROUTING & TRIPS

- A. Bidder agrees to follow HERITAGE COMMUNITY CHARTER SCHOOL'S established policies and procedures regarding student transportation including, but not limited to school commencement and dismissal time, bus arrival and departure times, established bus stops, and current route descriptions.
- B. Bidder agrees to transport children enrolled in HERITAGE COMMUNITY CHARTER SCHOOL that desire to be transported and are in grades K through 12 living more than 1.5 miles from school or in a safety busing zone as designated by HERITAGE COMMUNITY CHARTER SCHOOL or otherwise designated by HERITAGE COMMUNITY CHARTER SCHOOL.
- C. Bidder agrees to plan routes and schedules utilizing computerized routing software to meet HERITAGE COMMUNITY CHARTER SCHOOL transportation needs and to be compatible with HERITAGE COMMUNITY CHARTER SCHOOL systems and procedures that have been developed and are currently being used. Once routes are developed, they shall be presented to HERITAGE COMMUNITY CHARTER SCHOOL for approval and once adopted, these routes and schedules may be modified only upon approval by HERITAGE COMMUNITY CHARTER SCHOOL.
- D. Bidder agrees to plan routes and schedules to meet HERITAGE COMMUNITY CHARTER SCHOOL'S transportation needs. Once routes are developed, they shall be presented to HERITAGE COMMUNITY CHARTER SCHOOL for approval.
- E. Bidder agrees to provide routing software, plus any other transportation related software the Bidder is using that would be beneficial to HERITAGE COMMUNITY CHARTER SCHOOL.
- F. Bidder agrees in cooperation with HERITAGE COMMUNITY CHARTER SCHOOL, to maintain a route list that will provide all students riding buses and will include at least, but not be limited to, name, bus stops and times utilizing computerized routing software.
- G. HERITAGE COMMUNITY CHARTER SCHOOL considers routing to be of paramount importance from the points of view of safety, customer service, public relations, and cost effectiveness. Bidder agrees to schedule all routes with the approval of HERITAGE COMMUNITY CHARTER SCHOOL and in accordance with the contract and HERITAGE COMMUNITY CHARTER SCHOOL Transportation Policies. Bidder agrees to notify HERITAGE COMMUNITY CHARTER SCHOOL within a reasonable time of any conditions considered to be unsafe.
- H. In the designation and selection of routes, under the agreement, Bidder agrees to be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Idaho or any of the various cities, towns, or counties located in HERITAGE COMMUNITY CHARTER SCHOOL attendance zone. However, where the safety of students is involved, HERITAGE COMMUNITY CHARTER SCHOOL, at its option, may specify that Bidder agree to operate over private roads, conditioned upon the obtaining of permission from the affected property owners.

- I. During inclement weather, HERITAGE COMMUNITY CHARTER SCHOOL will have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure HERITAGE COMMUNITY CHARTER SCHOOL is able to make a sound decision pertaining to the cancellation or alteration of bus routes the Bidder agrees to follow HERITAGE COMMUNITY CHARTER SCHOOL'S procedure for reviewing road conditions and Bidder is required to provide management staff to assist the HERITAGE COMMUNITY CHARTER SCHOOL in determining the necessity of closing school due to inclement weather. Bidder further agrees to travel and inspect, starting at approximately 3:30 A.M., all designated roads during inclement weather and to meet/consult with HERITAGE COMMUNITY CHARTER SCHOOL representative regarding road conditions prior to 5:00 A.M. Should bus service be required, Bidder agrees that it will abide by the decision of HERITAGE COMMUNITY CHARTER SCHOOL, should it decide to close school early, for any reason, including inclement weather, Bidder, also, agrees that it will abide by the decision of HERITAGE COMMUNITY CHARTER SCHOOL. Bidder agrees to provide, in a timely manner, all equipment appropriately equipped and trained personnel to operate under such conditions.

- J. Bidder agrees to schedule all routes, for contract purpose, with the approval of HERITAGE COMMUNITY CHARTER SCHOOL in keeping with safety requirements and HERITAGE COMMUNITY CHARTER SCHOOL Transportation Policies. Student time on bus may not exceed: sixty minutes without the prior approval of the HERITAGE COMMUNITY CHARTER SCHOOL Administrator designee. HERITAGE COMMUNITY CHARTER SCHOOL reserves the right to alter or add additional routes during a school year.

TENTATIVE BELL SCHEDULE TIMES: (Subject to change annually)

SCHOOL	A.M. START	P.M. DISMISSAL
HERITAGE COMMUNITY CHARTER SCHOOL	8:00 AM	3:00 PM

NOTE: HERITAGE COMMUNITY CHARTER SCHOOL reserves the right to make any changes or alterations in this schedule.

- K. Bidder agrees to submit the proposed regular bus routes to HERITAGE COMMUNITY CHARTER SCHOOL for Board approval prior to the start of the school.

SECTION 14: COMPENSATION AND BILLING

- A. In consideration for services rendered hereunder, HERITAGE COMMUNITY CHARTER SCHOOL shall pay all sums due and owing and calculated in accordance with the rates provided in the bid. Bills are to be submitted to HERITAGE COMMUNITY CHARTER SCHOOL by the 8th of each month, and will be paid by the 30th. Bidder agrees to submit a year-end summary for state reimbursement and must be submitted to HERITAGE COMMUNITY CHARTER SCHOOL by Contractor by August 1st of each year.

- B. HERITAGE COMMUNITY CHARTER SCHOOL or any of their duly authorized representatives shall have access to any of the Contractor's books, documents, or records which are directly pertinent to this specific Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions. This right may include an annual audit within the scope of this contract. Review of books or records does not include financials.
- C. In the event of a school closure due to weather or any other unforeseen circumstance there will be no compensation paid to the Contractor for days that school is not in session and that school buses do not operate. The School Board reserves the right to adjust the number of school days in a given year.

SECTION 15: CONTRACT ADJUSTMENTS:

A. Consumer Price Index (C.P.I.) Adjustment:

- (1) The annual C.P.I. adjustment shall be based on the Consumer Price Index as defined by the Federal Government. The C.P.I. to be used will be the "Consumer Price Index for All Urban Consumers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate C.P.I. which will be used will be the "Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-W"). Further still, in the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.
- (2) The base contract shall be for a term of five (5) years, beginning July 1, 2021. The prices bid by Contractor will be used for the operations during the first year of the contract, July 1, 2021 through June 30, 2022. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on July 1 of each successive year, shall be based on the percentage of increase (or decrease) in the Consumer Price Index (C.P.I.-U). The "Benchmark Month" for determining the change in the C.P.I.-U shall be May 2021. If the increase (or decrease) in the C.P.I.-U from the Benchmark Month to May 2022 is at least one percent (1%), the rates for the second year of the contract shall be adjusted. The increase (or decrease) calculation is cumulative over the entire contract period. See the following "Sample Calculation". This procedure and calculation will be followed to determine the rate charges for the remaining years of the contract.

Sample Calculations:

CPI-U May 2021 (benchmark)	169.2	
CPI-U May 2022	170.3	
CPI-U May 2023	173.1	
CPI-U May 2022	170.3	
CPI-U May 2021 (benchmark) LESS:	<u>169.2</u>	
Difference	1.1	
Benchmark DIVIDE:	<u>169.2</u>	
Percentage of Change	<u>0.650%</u>	No Rate Increase
CPI-U May 2023	173.1	
CPI-U May 2021 (benchmark) LESS:	169.2	
Difference	3.9	
Benchmark DIVIDE:	169.2	
Percentage of Change	2.305%	Rate Increase

(3) In calculating the C.P.I.-U each year, an adjustment to the C.P.I.-U will be made to remove the diesel fuel portion from the C.P.I.-U index before applying the C.P.I.-U to the rates. The calculation will be made according to the recommended methodology by the State of Idaho Department of Education using information from the U.S. Department of Labor, Bureau of Labor Statistics.

B. Fuel Price Fluctuation Adjustment:

(1) To protect both the School and Contractor against future changes in fuel prices over which neither School nor Contractor have control, the School will figure a base price for fuel as of Monday, April 19, 2021. The base price of diesel #2 low sulfur is \$2.73 This price does include applicable State and/or Federal taxes. The base price was determined by using the Oil Price Information Service (OPIS) average price for the State of Idaho and confirmed with local supplier.

(2) Starting July 1, 2021, the Contractor's rates will be adjusted up or down for any difference in the base fuel price above or below the base fuel price. For every incremental fuel price change of at least five cents (\$0.05) above or below the base fuel price, there will be a fuel price adjustment added or subtracted from the route rates in the amount of \$.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month.

C. Bidder will be entitled to the C.P.I. Adjustment and the Fuel Price Fluctuation Adjustment. The use of one adjustment does not preclude the use of the other adjustment.

D. In the event that the transportation model or other material changes are made (e.g., a four-day school week, funding changes made at the State level, etc.), it is agreed that all

bid rates submitted and/or are currently in place will be reviewed and renegotiated by the parties for the remainder of the contract term to take into account the modified school student transportation model or other material changes.

SECTION 16: COMPLIANCE WITH LAWS & DISTRICT POLICY

- A. During the entire term of contract period, Bidder agrees to comply in every respect with all applicable Federal and State laws, rules and regulations affecting and/or regulating school buses and the transportation of school children.
- B. It is recognized that governmental mandates, whether local, state, or Federal, that were unanticipated and/or did not exist at the time of bidding; that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. Generally, reimbursement of such cost shall be negotiated between HERITAGE COMMUNITY CHARTER SCHOOL and the Contractor. However, if such mandates are qualified to be paid by the State or other governmental entity, the Contractor upon presentation of a statement of costs incurred, will be compensated by HERITAGE COMMUNITY CHARTER SCHOOL as normal and necessary transportation costs of HERITAGE COMMUNITY CHARTER SCHOOL.
- C. HERITAGE COMMUNITY CHARTER SCHOOL shall have the exclusive right and obligation to set standards and/or policies regarding student transportation in general and in particular as to the beginning and ending times, current route descriptions, student management, and all other pertinent policies relating to transportation. Bidder agrees to comply with all policies, rules, standards, and regulations of HERITAGE COMMUNITY CHARTER SCHOOL applicable to student transportation. Such changes will not affect compensation. HERITAGE COMMUNITY CHARTER SCHOOL will work collaboratively with the Contractor to inform transportation policy.
- D. Bidder agrees to comply with applicable Federal and State laws and regulations during instances where the bidder chooses to use the school buses designated for use in the student transportation contract, for commercial transportation. In addition, any such commercial use will be prohibited if it conflicts with fulfilling the obligations and requirements of the school bus transportation contract.

SECTION 17: CONTRACT TERMINATION & FAILURE TO COMPLY

- A. District Termination: In the event HERITAGE COMMUNITY CHARTER SCHOOL desires to terminate the contract it shall give the Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, HERITAGE COMMUNITY CHARTER SCHOOL may terminate the contract by

giving a second written notice to the Contractor on or before March 15 of the same year.

- B. HERITAGE COMMUNITY CHARTER SCHOOL will have cause for termination of the contract based upon the occurrence of one or more of the following events:
- (1) HERITAGE COMMUNITY CHARTER SCHOOL has given Contractor written notice of default and the default has not been corrected within a period of thirty (30) days after receipt of the notice, by the Contractor. Contractor will also be considered as failing to comply if the Contractor has not commenced the correction within the stated period of time or is not proceeding with due diligence to correct the default.
 - (2) Contractor is or becomes insolvent.
 - (3) Contractor makes a general assignment for benefit of creditors.
 - (4) Contractor repeatedly refuses or fails to perform and/or supply enough properly qualified drivers and/or buses to fulfill the school bus transportation service required under this agreement.
 - (5) Contractor regularly fails to comply with HERITAGE COMMUNITY CHARTER SCHOOL transportation policies.
 - (6) Contractor willfully disregards laws, ordinances, governmental rules, regulations, or repeatedly disregards the instructions of HERITAGE COMMUNITY CHARTER SCHOOL, which are applicable to the agreement.
- C. Contractor Termination: In the event the Contractor desires to terminate the contract it shall give HERITAGE COMMUNITY CHARTER SCHOOL written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, the Contractor may terminate the contract by giving a second written notice to HERITAGE COMMUNITY CHARTER SCHOOL on or before March 15 of the same year.
- D. If the Contractor fails to provide the student transportation as provided in the agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, governmental action, or any condition or cause beyond Contractor's control; no penalty shall be assessed to the Contractor by HERITAGE COMMUNITY CHARTER SCHOOL and HERITAGE COMMUNITY CHARTER SCHOOL shall excuse the Contractor from performance under this contract. Should the Contractor for any reason fail to provide student transportation as provided in the contract, HERITAGE COMMUNITY CHARTER SCHOOL may use the Contractor's buses to transport and/or cause the students to be transported by any available means until the Contractor is able to resume its regular operation. If HERITAGE COMMUNITY CHARTER SCHOOL exercises the option above, it shall pay Contractor same amount specified in the rate schedule applicable for that year, less all expenses and cost incurred by HERITAGE COMMUNITY CHARTER SCHOOL in securing the services of such operating personnel.

SECTION 18: PUBLIC RELATIONS

- A. Bidder agrees to cooperate with HERITAGE COMMUNITY CHARTER SCHOOL to establish and maintain a good public relations program with the community and news media. Bidder agrees to be responsible for answering all inquiries from the public as to bus routes, location of bus stops, and schedules.
- B. Bidder agrees to have each bus's lettering to read HERITAGE COMMUNITY CHARTER SCHOOL and each bus to be identified by a unique number. If the school buses are used in commercial transportation, or for any other non-school purpose, the school's name must be covered from public view.

SECTION 19: PREVENTATIVE MAINTENANCE AND TECHNICIAN IN-SERVICE PROGRAM

- A. Bidder agrees to administer a superior preventative maintenance program, which shall meet or exceed the requirements of the Idaho State Department of Education. The preventative maintenance program and technician in-service program shall be presented to HERITAGE COMMUNITY CHARTER SCHOOL as a part of this bid.
- B. Bidder agrees to provide technicians in a ratio of 1:20 for service and maintenance of school buses. Technicians shall be on-site and be ASE-certified. As HERITAGE COMMUNITY CHARTER SCHOOL grows and the number of buses increases, a minimum ratio of technicians to buses must be maintained.
- C. Bidder shall furnish a summary, for the most recent four (4) operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district or charter school approximately the same size as HERITAGE COMMUNITY CHARTER SCHOOL. Information shall include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so, how late, and as a result of equipment breakdown or failure was a spare bus dispatched to transport students.

SECTION 20: MANDATORY DRUG / FINGERPRINTING / CRIMINAL HISTORY CHECK

- A. As a part of this bid, Bidder shall provide proof of having in place a program for mandatory drug/alcohol testing/screening, that meets all State and Federal requirements, for all new hires, mandatory post-accident drug/alcohol testing, and random testing of all employees. FBI Fingerprinting and criminal background check through the Idaho State Bureau of Criminal Identification (BCI) will be required for continued employment during the driver training and orientation. Results of background checks must be clear with no Category A convictions (grading of the convictions as per the State of Idaho Department of Education).

SECTION 21: SAFETY PROGRAM / DRIVER TRAINING

- A. Bidder's school bus driver safety and training program, risk management program, and employee handbook, shall be presented to HERITAGE COMMUNITY CHARTER SCHOOL with the bid and shall meet or exceed State of Idaho requirements.
- B. Bidder must describe any plan or program for student bus safety, which they will provide, including, but not limited to the emergency school bus evacuation drills.

SECTION 22: REPORTS

- A. Bidder agrees to furnish HERITAGE COMMUNITY CHARTER SCHOOL information necessary for HERITAGE COMMUNITY CHARTER SCHOOL to make transportation reports as needed and/or required to the State of Idaho. Bidder agrees to make other special reports, studies, and surveys regarding student transportation as are reasonably necessary to HERITAGE COMMUNITY CHARTER SCHOOL. Bidder agrees to take daily count of students riding each bus to and from school and to provide this information to HERITAGE COMMUNITY CHARTER SCHOOL monthly, along with information regarding actual route, shuttle, and trip miles. Bidder agrees to provide a year-end summary of ridership, mileage, category, and all other pertinent information, which will allow the completion of the State Reimbursement claim form.

SECTION 23: RELATIONSHIP OF PARTIES

- A. In the interpretation of this agreement and the relations between Contractor and HERITAGE COMMUNITY CHARTER SCHOOL, the same shall be construed as being an independent agreement with the Contractor furnishing transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of HERITAGE COMMUNITY CHARTER SCHOOL.

SECTION 24: ASSIGNMENT OF CONTRACT

- A. If HERITAGE COMMUNITY CHARTER SCHOOL'S transportation should be united or consolidated with that of another school district in the future, then this agreement shall be transferred or extended to or with such HERITAGE COMMUNITY CHARTER SCHOOL (s) for such term as deemed appropriate by the Board of Education.
- B. Neither the agreement nor any interest of the Contractor can be transferred to any other person(s) or Contractor/company without the written consent of HERITAGE

COMMUNITY CHARTER SCHOOL. The request for consent must be in writing and submitted six (6) months prior to the proposed date of change. Any such attempted transfer, without proper notification and HERITAGE COMMUNITY CHARTER SCHOOL consent, shall void the school bus transportation agreement and will be considered by HERITAGE COMMUNITY CHARTER SCHOOL as a willful failure or refusal on the part of the Contractor to perform the agreement according to its terms and conditions.

SECTION 25: SEVERABILITY

- A. Should any provision or the application of this agreement be held invalid or unenforceable, the remainder of this agreement and its application, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

SECTION 26: CONTRACT DISPUTE

- A. Bidder agrees that any disagreement regarding the interpretation, meaning, or effect of any provision of this agreement may be settled by arbitration or mediation if requested by both parties in writing.
- B. In the event suit or action is initiated to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other such sum as the court may determine reasonable as attorney fees at trial and on any appeal of such suit or action in addition to all other sums provided by law.

SECTION 27: CONFIDENTIAL INFORMATION

- A. Confidential attachments, data, documentation, or other information supplied by the Bidder to HERITAGE COMMUNITY CHARTER SCHOOL shall be utilized in a prudent manner by HERITAGE COMMUNITY CHARTER SCHOOL so as to allow Bidder to maintain its competitive operative advantages and trade knowledge. Examples of such documents may be Training/Safety Manuals, Employee Handbook, and routing proposals; however, HERITAGE COMMUNITY CHARTER SCHOOL shall not be held liable for any breaches of, or relating to, confidentiality, and should such a breach occur, Bidder agrees to hold HERITAGE COMMUNITY CHARTER SCHOOL harmless in such a circumstance.

SECTION 28: MANNER OF SUBMITTING BIDS

Individual Bids are to be Submitted According to the Following Conditions:

A. Daily Transportation Services:

- (1) Bids for regular routes are to be submitted on a per-route-per-day basis with a four (4) hour minimum. Time will be measured based on departure from bus facility to arrival back at bus facility for each route, while allowing adequate time for pre-trip and post-trip inspections.
- (2) A charge for excess hours and miles will be applicable to each route, which runs in excess of the established base hours and/or miles.
- (3) **REGULAR DAILY ROUTE** is defined as transporting a group of students from designated bus stop(s) to school at the beginning of each school day and transporting a group of students from school to designated bus stop(s) at the end of each school day. Bids shall be submitted on a per-route-per-day basis, with a 60-mile-per-day base and a 4.0-hour-per-day base, which includes time for pre-trip and post-trip inspections. In instances where the 4.0-hour-per-day base is exceeded the time will be rounded to the nearest $\frac{1}{4}$ hour.
- (4) **SPECIAL NEEDS ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by HERITAGE COMMUNITY CHARTER SCHOOL as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility for maintaining the discipline, safety and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 60-miles-per-day and a 4.0-hour-per-day base, which includes time for pre-trip and post-trip inspections. In instances where the 4.0-hour-per-day base is exceeded, the time will be rounded to the nearest $\frac{1}{4}$ hour.
- (5) **LIFT ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students who are not ambulatory or who are designated by HERITAGE COMMUNITY CHARTER SCHOOL as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Buses shall be equipped with lifts to assist in loading wheelchairs. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility of assisting in the loading and unloading process and for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 60-miles-per-day and a 4.0-hour-per-day-base, which includes time for pre-trip and post-trip inspections. In instances where the 4.0-hour-per-day base is exceeded, the time will be rounded to the nearest $\frac{1}{4}$ hour.
- (6) **STANDBY BUSES** are buses to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service.

Bid shall be submitted on a per-bus-per-day basis.

B. OTHER TRANSPORTATION SERVICES:

For purposes of the bid process none of the following will include overnight trips. Cost of trips that require an overnight stay will be determined by mutual agreement between HERITAGE COMMUNITY CHARTER SCHOOL and Contractor before the trip is made.

- (1) **FIELD TRIPS** are defined as transporting students from school to some other location and back for non-competition activities. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection.
- (2) **ACTIVITY BUSING** is defined as transporting students from school to some other location for the purposes of competition. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection.
- (3) **SHUTTLE BUSING** is defined as transporting students from school to school or from school to site and from site to school. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection when necessary.
- (4) **ADDITIONAL DRIVER** is defined as a qualified driver or bus assistant.
- (5) **STUDENT SAFETY TRAINING** is defined as providing at-school training on bus rider safety and emergency procedures. Training shall include all students K-12 and be done on a classroom basis. A classroom shall not consist of more than 36 students. Bid shall be as a rate per classroom. Safety training shall be completed twice per year in accordance to National Highway Safety Program Guideline 17 as referenced in SISBO.

SECTION 29: BID BOND

Complete the following to determine the bid bond value that must be included with this bid proposal.

	BUSES		RATE	DAYS	SUBTOTAL
REGULAR – Elem/Sec	5 (3 buses double loop)	X		159	0.00
SPECIAL NEEDS/PRE SCHOOL	0	X		159	0.00
LIFT	0	X		159	0.00
SHUTTLE	0	X		159	0.00
STANDBY	1	X		159	0.00
		X			0.00
TOTAL					0.00
BID BOND % (multiply)					5.0%
VALUE OF BID BOND					0.00

The undersigned agrees that a bid bond payable to HERITAGE COMMUNITY CHARTER SCHOOL, accompanying the bid proposal will be left in escrow with HERITAGE COMMUNITY CHARTER SCHOOL. Further, undersigned agrees to forfeit the bond if the undersigned defaults in executing the agreement within 10 days of being awarded the contract. If HERITAGE COMMUNITY CHARTER SCHOOL does not award the contract to undersigned or undersigned does not default, then the bid bond shall be returned to him/her.

SIGNATURE OF BIDDER

SECTION 30: BID FORM

Rates submitted on the Bid Form are to be used for information purposes by HERITAGE COMMUNITY CHARTER SCHOOL in calculating and evaluating the bids submitted and to assist in determining the “Lowest Responsive Responsible Bidder.” **Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.**

The bidder acknowledges that he/she has read and agrees to all terms and conditions of Bid Procedures and Specifications concerning HERITAGE COMMUNITY CHARTER SCHOOL Transportation Requirements, including the Bidder Questionnaire and hereby submits the following bid:

Description	Base-Mile / Base-Hour	Rate Per Day / Route	Excess Hours Rate	Excess Miles Rate	Rate Per Hour	Rate Per Mile
Regular – Elem/Sec	60 / 4.0					
Special Needs/Pre School	60 / 4.0					
Lift	60 / 4.0					
Activity Trip						
Shuttles						
Additional Driver						
Safety Training						
Standby Buses						

SIGNATURE OF BIDDER

**BIDDER'S
NAME, ADDRESS & SIGNATURE**

I understand that by signing this PROPOSAL, I certify the information provided in this PROPOSAL for Student Transportation Services for HERITAGE COMMUNITY CHARTER SCHOOL is represented to be truthful and accurate.

COMPANY NAME:

ADDRESS:

EMAIL:

PHONE NUMBER:

FAX NUMBER:

SIGNATURE:

PRINT:

TITLE:

DATE:

BIDDER QUESTIONNAIRE

TO THE BIDDER:

The following questionnaire is a part of the Request for Proposal and Bid Procedures and Specifications and will be incorporated into any contract. The information provided herein will be used solely for evaluating the qualifications of the bidder and his/her organization to carry out satisfactorily the terms of a contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved. The information contained in this questionnaire will be available only to School employees, the Board of Directors, and the Administration Team.

I. DESCRIPTION OF BIDDER'S ORGANIZATION

- a. Firm Name _____
Address _____
City, State & Zip _____
Telephone Number (____)_____ FAX (____)_____

b. TYPE OF ORGANIZATION

Corporation Yes _____ No _____

If a Corporation, list officers and positions, and State in which incorporated.

If Bidder is a subsidiary of a corporation, give name and address of parent corporation.

Partnership Yes _____ No _____

List partners' names and residence addresses.

Individual Proprietorship Yes _____ No _____

c. NATURE OF OPERATIONS

Is your firm currently engaged in student transportation in Idaho or other states?

Yes _____ No _____

In what school district(s) or cities (list up to four (4)? Identify Idaho school districts and the number of school buses at each.

Number of buses used in student transportation, other buses, and support vehicles.

Are these operations full-time, regular scheduled, contracted, or part-time?

Describe briefly:

Describe any transportation permits (State or Federal) under which you operate.

Provide documentation of latest review, inspection or audit of operations (including but not limited to compliance, vehicle maintenance, driver training, etc.) conducted by Idaho State Department of Education or other regulatory authority.

II. **MANAGEMENT AND ADVISORY PERSONNEL**

- a. HERITAGE COMMUNITY CHARTER SCHOOL places importance on the strength of key management and supervisory positions; give the name(s), title(s), and experience of the on-site person(s) who will be responsible for the overall management of the transportation services to be provided under the terms of this bid. Management and supervisory positions should include, but not be limited to Operations Manager/Transportation Supervisor, Dispatcher, Assistant Manager, Driver Trainer, Route Supervisors and Maintenance Supervisor.

- b. Give the name or names of any and all persons to be employed in an advisory capacity and brief resume of their experience.

III. DRIVER HIRING AND PERSONNEL

- a. Number of drivers now in your regular employ:

- b. Driver Selection Procedures

What procedures do you have to secure data on applicants?

Do you use any personal interview procedures? Yes _____ No _____

Describe briefly:

Do you make a reference check on driver applicants? Yes _____ No _____

Describe briefly:

Do you use any personnel qualification and driver test procedures? Yes _____ No _____

_____ Describe briefly:

If you verify that applicants hold a valid license, please describe.

c. Give names and titles of on-site persons responsible for your driver hiring and personnel program.

d. Driver Training

Do you have a driver training program in your present operation? Yes ____ No ____

Describe briefly (include length, frequency, method of evaluation and other relative information):

Give names and titles of persons assigned to this program and their experience.

If you are the successful bidder, do you plan to regularly drive one of the school buses yourself? Yes ____ No ____

e. Has your company ever used a non-qualified or non-certified driver to drive a route? If yes, give details. Yes ____ No ____

f. Have there been any districts or charter schools that your company has contracted with in which it has been necessary for the district or charter school to alter school bell schedules in order to accommodate for contractor driver shortages? If yes, give details. Yes ____ No ____

- d. Do you maintain records of, and evaluate, road failures? Yes ____ No ____
- e. What will the ratio of technicians to buses be and what qualifications do you require of technicians? Describe briefly:

- f. Give the name and experience of the on-site person(s) responsible for supervising vehicle maintenance.

- g. What qualifications and experience requirements do you have for your technicians?

V. SAFETY & TRAINING PROGRAM

- a. Do you have an established, continuing safety and training program for students and drivers? Yes ____ No ____
- b. Outline the essential features of your safety and training program for students and drivers.

VI. STUDENT MANAGEMENT PROGRAM

- a. Describe the essential features of your student management program.

VII. WORKPLAN

- a. Provide the overall plan for continuity, beginning at the time of bid award and continuing through the first month of the next school year. The work plan should include, but not be limited to, the overall process, hiring and training of drivers, establishing routes, distributing routes 2 weeks prior to school start-up, procuring school buses, facility location and setup and developing relationships with the school personnel.

VIII. INSURANCE DATA

- a. List the names of the insurance companies, which over the past three years have insured your operation for public liability and property damage.

- b. Give the name of your current insurance carrier. State the current limits for public liability and property damage and provide evidence of coverage.

- c. If your bid is actively considered, and if requested by the School, will you agree to one or both of the following:

Request and authorize your insurance carriers of the past three years to furnish in writing your accident loss ratio? Yes ____ No ____

Furnish a statement in writing from an insurance carrier satisfactory to the School, that such organization will issue the insurance as set forth in the Specification for:

Student Transportation Service? Yes ____ No ____

Company Name: _____

By: _____

Title: _____

Date _____:

IX. FINANCIAL AND CREDIT DATA

a. List names and addresses of any banks where you regularly do business.

b. Give credit references of at least three suppliers with whom you deal regularly.

- c. Has your organization ever been involved in Chapter 11 reorganization? Yes
____ No ____
- d. If your organization has ever done business under any other name, please give details.

Bid proposal to include, but not limited to the following:

1. REQUEST FOR PROPOSALS
 - a. Bidder Response to RFP
 - b. Bidder Questionnaire
2. COST OF SERVICES TO INCLUDE
 - a. Rates Bid
 - b. C.P.I. Proposal
 - c. Fuel Fluctuation Proposal
3. NATURE OF OPERATIONS
 - a. List of Districts Served and How Long
 - b. Letters of Reference
4. MANAGEMENT & ADVISORY PERSONNEL
 - a. Resume of Key Personnel
 - b. Staffing Plan
 - c. Employee Benefits
 - d. Employee Handbook
 - e. Substance Abuse Policy
5. DRIVER HIRING & PERSONNEL
 - a. Employment Process
 - b. Employee Application
 - c. Employee Handbook
 - d. Substance Abuse Policy
6. FACILITIES & PREVENTATIVE MAINTENANCE
7. SAFETY & TRAINING PROGRAMS
8. STUDENT MANAGEMENT
9. WORKPLAN
10. INSURANCE INFORMATION
11. FINANCIAL AND CREDIT DATA
12. ROUTING
13. LIST OF BUS EQUIPMENT
14. PROPOSED CONTRACTS

BID EVALUATION SHEET

The Bid Evaluation Sheet will be used to determine the “Lowest Responsive Responsible Bidder,” based on the following criteria.

Evaluation Criteria

1. **Bid Price (20 points):** This criterion is based on the Bid Form and other financial analysis as deemed necessary.
2. **Contractor / Managements experience; safety and efficiency of organization (20 points):** This criterion involves the quality and style of management and the level of customer service that can be expected from the Bidder and its General Manager/Transportation Supervisor, other managers and supervisors, support personnel and the company in general. Demonstrated minimum 5 years of experience, for the Bidder and the expected management team, in Student Transportation. The anticipated working relationship with Bidder will be considered in the evaluation. The demonstrated or perceived commitment to safety and efficiency, which is evident through quality management, drivers, and technicians, as well as the ability to work as a team with the School. It is also demonstrated by commitment to student safety and student management. The evidence of the demonstrated commitment should include, but not be limited to, the above listed items.
3. **Driver personnel / training and safety programs (15 points):** This criterion is the demonstrated commitment to thorough and continued training of drivers and an effective process to hire quality drivers. It includes a stated and effective driver and student safety program.
4. **Student Management (10 points):** Bidder must demonstrate evidence of a program and process of dealing, in a timely manner, with student management issues. This should consist of written standards, forms and reports that are used on a daily basis.
5. **Preventative maintenance and personnel (15 points):** Bidder must demonstrate a stated and effective preventative maintenance program with qualified technicians, complete with an ongoing commitment to maintain safe buses.
6. **Bid Procedures and Specifications Compliance (5 points):** Bidder complied with each item of the Bid Procedures and Specifications.
7. **Work Plan (15 points):** The Bidder must provide an overall plan for start-up, continuity, beginning at the end of the current school year and continuing through the first month of the next school year. The work plan should include, but not be limited to, the overall process, hiring and training of drivers, establishing routes, procuring school buses, facility location and setup and developing relationships with the School personnel.

Total points available based on Evaluation Criteria 100 points

Note: Based on the School’s evaluation of the above criteria, Bidder must score a minimum of 90 points to be considered “Responsive and Responsible”.

MODEL CONTRACT

Contents

AGREEMENT..... 2

RECITALS 2

SECTION ONE - SCOPE OF CONTRACT 2

SECTION TWO - DEFINITIONS..... 2

SECTION THREE - TERM..... 3

SECTION FOUR - GENERAL UNDERSTANDING AND PERFORMANCE OF WORK..... 3

SECTION FIVE - DELEGATION OF AUTHORITY..... 3

SECTION SIX - DESIGNATION OF STUDENTS 3

SECTION SEVEN - SCHOOL CLOSING 3

SECTION EIGHT - SCHEDULE DETAILS 3

SECTION NINE - RESPONSIBILITY FOR STUDENTS 5

SECTION TEN - COMPLIANCE WITH LAWS AND REGULATIONS..... 5

SECTION ELEVEN - PAYMENT 5

Sample Payment Schedule 7

SECTION TWELVE - RECORD KEEPING 7

SECTION THIRTEEN - INSPECTION 8

SECTION FOURTEEN - TIME OF THE ESSENCE..... 8

SECTION FIFTEEN - ASSIGNMENT OF CONTRACT 8

SECTION SIXTEEN - FAILURE OF OPERATION..... 8

SECTION SEVENTEEN - RIGHT TO DECLARE DEFAULT..... 8

SECTION EIGHTEEN - EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT 10

SECTION NINETEEN - BOARD'S RIGHTS AFTER TERMINATION 10

SECTION TWENTY -OTHER REMEDIES 10

SECTION TWENTY-ONE -INDEMNIFICATION 10

SECTION TWENTY-TWO - REPORT OF ACCIDENT 10

SECTION TWENTY-THREE - TITLES OF PARAGRAPHS 10

SECTION TWENTY-FOUR - UNLAWFUL PROVISIONS DEEMED STRICKEN 11

SECTION TWENTY-FIVE - ALL LEGAL PROVISIONS INCLUDED 11

Optional Sections 12

ADDITIONAL BUSES..... 12

ARBITRATION 12

BONDS..... 12

AGREEMENT

This agreement is entered into on _____ day of _____, 2021, between the Board of Trustees of HERITAGE COMMUNITY CHARTER SCHOOL, 1803 East Ustick Road, Caldwell, Canyon County, Idaho 83605, referred to as the Board, and [contractor] of, [address], [City], [County], Idaho referred to as contractor.

RECITALS

The Board is interested in entering into a contract for the purpose of providing adequate transportation services for the school children of HERITAGE COMMUNITY CHARTER SCHOOL (sometimes hereinafter referred to as the District) in conformity with local policies and legal requirements for a period of five (5) years.

Contractor has bid for the services sought by the Board, and contractor's bid has been found by the board to be acceptable. In consideration of the foregoing and for other valuable consideration, the Board and Contractor hereby mutually agree as follows:

SECTION ONE - SCOPE OF CONTRACT

- 1.1 The following shall be deemed to be part of this contract:
- a. The advertisement for bids;
 - b. The bid by contractor;
 - c. The performance bond;
 - d. The notice of award;
 - e. The agreements contained in this contract and recited;
 - f. All provisions required by law to be inserted in this contract, whether actually inserted or not.

1.2 All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between the written agreement and the provisions of subparagraphs (a) through (f) of paragraph 1.1, above, the provisions of this written agreement shall control if this agreement specifically addresses the issue in question.

SECTION TWO - DEFINITIONS

The following words and expressions or pronouns used in substitute therefor, shall, wherever they appear in this contract, be construed as follows, unless a different meaning is clear from the context:

- a. Arbitration shall mean the reference of any dispute concerning this agreement to a referee: the finding and award by the referee shall be binding on the parties.
- b. Board shall mean the Board of Trustees of District *or its* duly authorized representative.
- c. Contract or contract documents shall mean each of the various parts of the contract referred to in Section One, both as a whole and severally.
- d. Contractor shall mean [name of contractor], whether operating as a corporation firm or individual, or any combination of same, and contractor's success of personal representatives, executors, administrators, and assigns, and any person, firm, or corporation who or which shall at any time be substituted in contractor's place.
- e. Law or laws shall mean the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- f. Notice to the contractor shall mean written notice deposited in the United States mail addressed to contractor at [address], [City], [County], [State], or to such other address as may appear in an instrument executed by contractor for that purpose and delivered

to the board as a change of address. Notice to the Board of Education means written notice delivered to the chairman of the board. Nothing contained in this agreement shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on contractor personally, or if contractor is a corporation, on any officer or director of contractor.

- g. Specifications shall mean the Request for Proposal, Student Transportation Services: Bid Procedures and Specifications - Heritage Community Charter School, issued by the District.

SECTION THREE - TERM

This contract shall be effective from July 1, 2021 to June 30, 2026, and shall continue for a total period of five (5) years, and shall end on June 30, 2026, unless sooner terminated in accordance with the provisions of this contract.

SECTION FOUR - GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications, and shall do all things necessary or proper for the performance and completion of the work required by this contract, in the manner and at the times provided in the bid and specifications.

SECTION FIVE - DELEGATION OF AUTHORITY

District hereby delegates to contractor the necessary authority to supervise and control students on the buses operated by contractor while they are en route under such board policies and administrative regulations and rules as are adopted by District. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender.

SECTION SIX - DESIGNATION OF STUDENTS

Contractor shall transport only those students designated by the District or its duly authorized agents.

SECTION SEVEN - SCHOOL CLOSING

District agrees to inform contractor as soon as reasonably possible when schools are to be closed because of weather or by reason of any other conditions that might arise.

SECTION EIGHT - SCHEDULE DETAILS

8.1 **Scheduling.** A description of each route shall be furnished by Contractor prior to the start of each school year, together with a time schedule and the designated stops to be observed on each route, such routes and schedules having been established prior to the start of the school year by coordinated effort and mutual agreement of District and Contractor. Changes in the routes, time schedules, or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of District or its duly authorized agent to meet changed conditions. However, no change, elimination, or consolidation, except to meet unexpected or emergency situations, will be made until after Contractor has been given an opportunity to confer with District or its authorized representatives with respect to the change, elimination, or consolidation at least thirty (30) days in advance of the change, elimination, or consolidation. Adjustments in the sums to be paid to Contractor will be made for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for high school or elementary school in the nature of school-sponsored activities, as provided in the specifications. District or its duly authorized agents may, from time to time, establish Board policies and administrative rules and regulations to be observed by Contractor in connection with all details incidental to the

operation of the routes, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the contract.

8.2 Route/Activity Busing Definitions. The following are the definitions of the various routes and related bus services to be provided by Contractor pursuant to this contract. The rates set forth on the Contractor's Bid Form, attached hereto as Exhibit A and incorporated herein by this reference, are for the route/other transportation services as hereinafter specifically described:

8.2.1 Daily Transportation. The following Daily Transportation rates are for both year-around and conventional schooling.

a. *Regular Daily Route* is defined as transporting a group of students from designated bus stops to school at the beginning of each school day and transporting a group of students from school to their respective designated bus stops at the end of each school day. Bids for Regular Routes have been submitted on a per-route-per-day basis, with a sixty (60) -mile- per-day base and a four (4) -hour-per-day base, which includes pre-trip and post-trip vehicle inspections. In instances where the four (4) -hour-per-day base is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour.

b. *Special Needs Route* is defined as transporting a student or group of students from designated bus stops to school at the beginning of each school day and transporting a student or group of students from school to their respective designated bus stops at the end of each school day, the said student or group of students being designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall be a qualified C.D.L. driver and have the responsibility of maintaining the discipline, safety, and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of sixty (60) -mile-per-day base and a four (4) -hour-per-day base, which includes pre-trip and post-trip vehicle inspections. In instances where the four (4) -hour-per-day base is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour and include time for an adequate pre-trip and post-trip inspection and the bid price includes the assistant.

c. *Lift Route* is defined as transporting a student or group of students from designated bus stops to school at the beginning of each school day and transporting a student or group of students from school to their respective designated bus stops at the end of each school day. Students transported on a Lift Route include students who are not ambulatory or who are designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. The bus for a Lift Route is equipped with lifts to assist in loading wheelchairs. Routes provide door-to-school-to-door service and include an assistant in addition to the driver. The assistant shall have the responsibility for assisting in the loading and unloading process and for maintaining discipline, safety, and welfare of the passengers on the bus. Bids for Lift Routes have been submitted on a per-route-per-day basis with a sixty (60) -mile-per-day base and a four (4) -hour-per-day base, which includes pre-trip and post-trip vehicle inspections; and the bid price includes the assistant. In instances where the four (4) -hour-per-day base is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour.

d. *Standby Buses* are to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service. Bids for Standby Buses have been submitted on a per-bus-per-day basis.

8.2.2 Other Transportation Services. The Other Transportation Services rates do not contemplate overnight trips. The cost of trips that require an overnight stay will be determined by mutual agreement of District and Contractor. Other Transportation Services to be provided by Contractor are as follows:

a. *Field Trips* are defined as transporting students from school to some other location and back for non-competition activities. Bids for Field Trips have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour

calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth (¼) hour, allowing time for adequate pre-trip and post-trip inspections.

b. *Activity Busing* is defined as transporting students from school to some other location and back for competition activities. Bids for Activity Busing have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth (¼) hour, allowing time for adequate pre-trip and post-trip inspections.

c. *Shuttle Busing* is defined as transporting students from school to school or from school to site and from site to school. Bids for Shuttle Busing have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth (¼) hour, allowing time for adequate pre-trip and post-trip inspections.

d. *Additional Driver* is defined as a qualified driver or bus assistant.

e. *Student Safety Training* is defined as providing at-school training on bus rider safety and emergency procedures. Training includes all students K-12 and be done on a classroom basis. A "classroom," for purposes of this subparagraph, shall not consist of more than 36 students. Student Safety Training has been bid as a rate per classroom.

SECTION NINE - RESPONSIBILITY FOR STUDENTS

Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when the student prepares to board the school bus, and shall be deemed to have ended when a student has completed alighting from the bus at the student's designated bus stop or, in the event the bus driver deems the student's designated bus stop unsafe, a reasonably safe place in which to alight in view of the circumstances then prevailing.

SECTION TEN - COMPLIANCE WITH LAWS AND REGULATIONS

10.1 **Contractor Compliance with Governmental Authority.** Contractor and Contractor's drivers are required to comply with all Federal laws, the laws of Idaho, and all regulations or requirements of the State Motor Vehicle Department, Public Utilities Commission, and the State of Idaho and the local Board or any of them. Furthermore, all school bus drivers employed by Contractor must submit to a criminal history background check pursuant to Idaho Code § 33-130.

10.2 **Agreement is Subject to Governmental Appropriations.** It is understood and agreed that District is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the District or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or Congress fails, neglects, or refuses to appropriate such funds as may be designated by and enable the District to continue the payment herein, this Agreement shall automatically be terminated and all future rights and liabilities of the parties hereto shall thereupon cease.

SECTION ELEVEN - PAYMENT

11.1 **Billing, Payment and Verification Procedures.**

a. *Billing and Payment.* On or before the eighth (8th) day of each month of each school year covered by this contract, Contractor shall submit to District a bill that shall include a detailed account

showing the mileage covered in each category of transportation furnished during the preceding month. On or before the thirtieth (30th) day of the month in which the bill is submitted, District agrees to pay Contractor the contract price for those services that it shall find to have been rendered, computed on the basis of the bid submitted by the Contractor to District, adjusted by the terms of the adjustment provisions set forth in paragraphs 11.2 through 11.5, below, if applicable. Contractor agrees to submit to District a year-end summary for state reimbursement by August 1st of each year for the preceding one-year period.

b. *Past Due Billings.* If payment is not received by the thirtieth (30th) day of the month which follows the month the billing was originally submitted, transportation will cease at the end of the month that the billing became past due.

c. *Verification.* District has the right to inspect Contractor's records at any reasonable time during Contractor's regular business hours to verify the accuracy of the information and data used to compile and calculate the billing. This right may include an annual audit within the scope of this Agreement; provided, however, that any such audit, if called for by District, shall be at the cost and expense of District, not Contractor.

11.2 Consumer Price Index (C.P.I.) Adjustment.

a. *Applicable C.P.I.* The annual Consumer Price Index ("C.P.I.") adjustment shall be based on the C.P.I. as defined by the Federal Government. The C.P.I. to be used will be the "Consumer Price Index for All Urban Consumers: U.S. City Average for All Items (1982-1984 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate C.P.I. which will be used will be the "Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-1984 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-W"). In the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.

b. *Diesel Price Alteration to CPI-U.* To avoid compounding of the Fuel Price Fluctuation Adjustment set forth below at paragraph 11.3, a diesel price alteration to the CPI- U will be made to remove the diesel fuel portion from the CPI-U index before applying the CPI- U for annual rate adjustments provided for in subparagraph (c), below. The alteration will be made in accordance with the recommended methodology by the State of Idaho Department of Education using information from the Bureau of Labor Statistics of the United States Department of Labor.

c. *C.P.I. Adjustment Calculation.* The base contract shall be for a term of five (5) years, beginning July 1, 2021. The prices bid by Contractor will be used for the operations during the first year of the contract, July 1, 2021, through June 30, 2022. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on July 1 of each successive year, shall be based on the percentage of increase (or decrease) in the CPI-U). The "Benchmark Month" for determining the change in the CPI-U shall be May 2021. If the increase (or decrease) in the CPI-U from the Benchmark Month to May 2022 is at least one percent (1%), the rates for the second year of the contract shall be adjusted by the amount of the increase (or decrease). This same procedure will be followed to determine the rate charges for each of the remaining years of the contract.

11.3 Fuel Price Fluctuation Adjustment.

a. *Base Price.* To protect both the District and Contractor against future changes in fuel prices over which neither District nor Contractor has control, the District has determined a base price for fuel as of Monday, April 19, 2021. The base price of diesel #2 low sulfur fuel was \$2.73 per gallon ("Base Price") as of

that date. This price includes any applicable state and/or Federal taxes. The Base Price was determined by using the Boise Rack price which is based on the Oil Price Information Service (OPIS) average fuel price for the State of Idaho ("OPIS Price") for April 19, 2021.

b. *Calculation of Adjustment.* Starting July 1, 2021, the Contractor's rates will be adjusted up or down for any difference in the current Boise Rack price based on the OPIS Price above or below the Base Price. For every incremental price change of at least five cents (\$0.05) above or below the Base Price, there will be a fuel price adjustment added to or subtracted from the route rates in the amount of \$.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month. This adjustment is independent of the C.P.I. Adjustment of paragraph 11.2, above.

11.4 **Mandates by Local, State or Federal Government.** It is recognized that governmental mandates, whether local, state, or Federal, that were unanticipated and/or did not exist at the time of bidding, that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. Generally, such cost shall be borne by Contractor; however, if such mandates are qualified to be paid by the state or other governmental entity, Contractor, upon presentation of a statement of costs incurred, will be compensated by District as normal and necessary transportation costs of the District.

11.5 **Effect of Material Fundamental Changes to District Busing Model.** It is understood and agreed by District and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model anticipated by the District. In the event any material changes are implemented by the District during the term of this contract which would affect material fundamental changes in the existing student transportation model, the parties agree that all bid rates for the contract will be reviewed and renegotiated by the parties for the remainder of the contract term to take into account the altered District student transportation model.

Sample Payment Schedule

On or before the [xxx] day of each month of each school year covered by this contract, contractor shall submit to the Board a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the [xxx] day of the month in which the bill is submitted, the Board agrees to pay contractor the contract price for those services that it shall find to have been rendered, computed on the following schedule:

Category of Service	Estimated Miles per Month	Rate per Mile

SECTION TWELVE - RECORD KEEPING

12.1 The District shall have the right to audit, in such a manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this contract.

12.2 Fiscal Records.

a. The Contractor agrees to maintain books, records, documents, and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract as required by the District.

b. The District or any of their duly authorized representatives shall have access to any of the Contractor's books, documents, or records which are directly pertinent to this specific Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions.

12.3 Period of Maintenance.

a. The Contractor agrees to maintain all books, records, and other documents relevant to this Contract for three (3) years after final payment and any person duly authorized by the District shall have full access to and right to examine any of said materials during this period.

b. It is agreed that if an audit, litigation, or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such actions are resolved, or until a three (3) year period has passed, whichever is later.

SECTION THIRTEEN - INSPECTION

District reserves the right for its members or duly authorized agents to inspect any and all buses and their operation by riding as passengers or by other reasonable means.

SECTION FOURTEEN - TIME OF THE ESSENCE

Since the contract concerns a necessary public service, the provisions of the contract relating to the daily schedule and regulations that may be promulgated by the District are of the essence of the contract. Accordingly, Contractor shall prosecute the work diligently to assure adherence to the schedules.

SECTION FIFTEEN - ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of the District, which approval shall not be unreasonably withheld.

SECTION SIXTEEN - FAILURE OF OPERATION

Except as otherwise specifically provided herein, in the event that Contractor fails to operate any route because of the failure of equipment or personnel, the amount of payment for the route may be deducted from the following month's payment at the then current rate.

SECTION SEVENTEEN – CONTRACT TERMINATION AND RIGHT TO DECLARE DEFAULT

17.1 Termination Without Cause.

a. *By District.* In the event the District desires to terminate this Agreement it shall give Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, District may terminate the Agreement by giving a second written notice to Contractor on or before March 15 of the same year.

b. *By Contractor.* In the event Contractor desires to terminate this Agreement it shall give District written notification of that intent on or before January 15, immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, Contractor may terminate the Agreement by giving a second written notice to District on or before March 15 of the same year.

17.2 Grounds for District to Declare Default. In addition to other rights District may have, District shall have the right to declare Contractor in default if:

- a. Contractor is or becomes insolvent;
- b. Contractor makes an assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against contractor;
- d. Contractor fails to perform any bus route schedule when notified to do so by District;
- e. Contractor abandons the work required under this agreement;
- f. Contractor refuses to proceed with the work required under this agreement when and as directed by District;
- g. Contractor, without just cause, reduces contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the District, to carry out the work in accordance with this agreement;
- h. Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this agreement other than as specified in this agreement;
- i. A receiver or receivers are appointed to take charge of the property or affairs of contractor;
- j. District is of the opinion that contractor has willfully or in bad faith violated any of the provisions of this agreement;
- k. Any applicable laws have been violated by contractor or contractor's agents, servant, or employees;
- l. Any vehicles provided by contractor are operated in a manner that imperils the safety of the passengers; or
- m. Any vehicles provided by contractor are not kept clean or in first class mechanical condition

17.3 Grounds for Contractor to Declare Default. In addition to other rights Contractor may have, Contractor shall have the right to declare District in default if:

- a. District is or becomes insolvent;
- b. District makes an assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against the District;
- d. A receiver or receivers are appointed to take charge of the property or affairs of the District;
- e. Contractor is of the opinion that District has willfully or in bad faith violated any of the provisions of this agreement;
- f. Non-payment by District pursuant to Section 11.1 (b)

17.4 **Notice, Hearing and Opportunity to Cure.** Before District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, upon thirty (30) days' written notice which shall include the specific alleged ground(s) for the default, at which hearing Contractor may, at Contractor's expense, have a stenographer present; provided, however, that a copy of the stenographic notes, if any, shall be furnished to District upon request. Contractor shall not be ultimately determined to be in default under this Agreement if Contractor cures the alleged default(s) within the 30-day period after written notice of hearing on the alleged default(s) has been provided to Contractor.

17.5 **Interruption of Service.** In the event Contractor fails to provide the student transportation as provided for in this Agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, governmental action, or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by District and District shall excuse Contractor from performance under this Agreement. Should Contractor for any reason fail to provide student transportation as provided for in this Agreement, District may use Contractor's buses to transport and/or cause the students to be transported by any available means ~~ut~~ Contractor is able to resume its regular operation. In the event District exercises the option of the immediately preceding sentence, it shall pay Contractor the same amount

specified in the rate schedule applicable for that year, less all expenses and costs incurred by District in securing the services of such operating personnel

SECTION EIGHTEEN - EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

18.1 *District.* The right to declare Contractor in default for any of the grounds specified or referred to in Section 16.2 shall be exercised by sending Contractor a notice signed by the Chairman of Board, Secretary of the Board, or District's duly authorized agent setting forth the ground or grounds on which each default is declared.

18.2 *Contractor.* The right to declare District in default for any of the grounds specified or referred to in Section 16.3 shall be exercised by sending District a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared.

SECTION NINETEEN - DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of contractor's services for a default under this contract, the board may employ another contractor or contractors to complete the terms of this agreement, and hold contractor responsible for any extra or added expense, loans, or damages suffered by the District.

SECTION TWENTY - OTHER REMEDIES

The provisions outlined in this agreement as to the rights of the District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TWENTY-ONE - INDEMNIFICATION

Contractor shall indemnify District from any loss that it may sustain from any cause arising out of the performance or lack of performance of this contract by Contractor. Likewise, District shall indemnify Contractor with respect to any loss that Contractor may sustain from any cause arising out of the performance or lack of performance of this contract by District.

SECTION TWENTY-TWO - REPORT OF ACCIDENT

Contractor agrees to notify the District's Administrator, or said the duly authorized agent(s) of whom Contractor has been provided reasonable prior notice of name(s) and telephone number(s) by the District, by telephone of any vehicle accident involving a school bus while operating for the District. Contractor agrees to send, within twenty-four (24) hours of each reportable accident, a written report to the District describing all material details of such accident. All accident reports shall be completed and filed by Contractor in accordance with state laws and regulations and any additional requirements of the Idaho State Department of Education.

SECTION TWENTY-THREE - TITLES OF PARAGRAPHS

The various titles to the paragraphs in this agreement are used solely for convenience and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this agreement.

SECTION TWENTY-FOUR - UNLAWFUL PROVISIONS DEEMED STRICKEN

All unlawful provisions of this agreement shall be deemed stricken from the agreement, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the agreement.

SECTION TWENTY-FIVE - ALL LEGAL PROVISIONS INCLUDED

It is the intention of the parties to this agreement that all legal provisions of law required to be inserted in the agreement shall be and are inserted in it. However, if by mistake or otherwise, some such provision is not inserted in the agreement, or is not inserted in proper form, then on the application of either party, the agreement shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the agreement. This Agreement shall be governed and interpreted by the laws of the State of Idaho.

In witness whereof, the Board of Trustees of Heritage Community Charter School, Canyon County, Idaho, acting by its Chairman, duly authorized, and contractor have set their signatures and seals at *[designate place of execution]* the day and year first above written.

[Signatures]

[Acknowledgment]

Optional Sections

ADDITIONAL BUSES

If additional buses become necessary over and above those provided as basic service, but only during the first [xxx] years of this contract, contractor shall furnish them and shall receive yearly additional remuneration of [dollars] for the first [xxx] miles; additional mileage will be compensated pursuant to the provisions for determination of additional route mileage contained in the bid of contractor.

ARBITRATION

All disputes arising in connection with this agreement that are not settled by agreement between the parties shall be referred to [referee], who will serve as referee. The finding and award by the referee shall be binding on the parties. Judgment on the award rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be. In the event that either party refuses to submit the dispute to the referee, the parties shall be entitled to seek their remedy at law or in equity, as each party may elect.

BONDS

On or before the [xxx] day of each year during the term of this contract, *[with the exception of the school year commencing on [date], for which school year the performance bond has been delivered prior to the execution of this contract and is made a part of it]*, contractor shall furnish and maintain in full force and effect during the succeeding school year a performance bond in an amount equal to the total amount of contractor's yearly contract as security for the faithful performance of contractor's contract during the school year.