



ANOKA-HENNEPIN
SCHOOLS
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Addendum # One
#24015Q
School Transportation Services

Due: Thursday, September 21, 2023, at 4:00 p.m. Local Time

Issued by:

Anoka-Hennepin School District
Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303

Phone: 763-506-1300

Questions and Responses:

1. I have a query regarding the inclusion of Type III transportation services. Regrettably, the application does not appear to specify whether Type III transportation is permitted as it only pertains to buses.

The request for quote is soliciting vendors for a contract to provide school bus transportation services, at this time the district is not seeking vendors for type III transportation.

2. Would the District be interested in bids from cost-effective alternative transportation solutions utilizing sedans and SUVs as a supplement in cases where transportation needs are most efficiently met by smaller vehicles (e.g. special education, IEP, McKinney Vento, and/or other small group and individual rides provided on an as-needed basis)?

The request for quote is soliciting vendors for a contract to provide school bus transportation services, at this time the district is not seeking additional vendors for type III transportation.

3. Please provide historical and/or estimated information on the following:

- Monthly ridership
- Average number of riders per one-way trip
- Number of one-way trips per month
- Average mileage per one-way trip
- Total trip mileage per month

The district currently contracts with three vendors for bus transportation services and seven vendors for type III transportation services. The solicitation is anticipated to provide services for approximately:

Bus 1

2 AM trips, 2 PM trips 16-18 daily riders Live miles per day (no deadhead): 48

Bus 2

2 AM trips, 2 PM trips 14-17 riders Live miles per day (no deadhead): 26.28

Bus 3

2 AM trips, 2 PM trips 15-18 riders Live miles per day (no deadhead): 46.36

Assuming a 19-day school month, then:

228 trips per month

10.05 miles per one-way trip (live, no deadhead included)

2292 miles per month (live, no deadhead included)

servicing approx. 27 riders per day

4. In order to assist proposers in offering competitive pricing, please provide the following information:
 - Current and/or previous contractor(s)
 - Current contractor rates
 - Sample invoice(s)

Existing Contracts Attached



Anoka-Hennepin ISD #11
2727 North Ferry Street
Anoka MN 55303

Contract AHC612.0
Initial Contract

The Anoka-Hennepin ISD #11 hereby awards a contract for School Transportation Services per RFQ 22507Q and negotiations, to NorthStar Bus Lines, LLC., 11800 95th Avenue North, Maple Grove, MN. 55369.

CONTRACT TERMS

1. SCOPE

Anoka-Hennepin ISD #11 will have NorthStar Bus Lines, LLC. as one of the Contract Vendors to provide School transportation for approximately 33,000 students to and from school each day on approximately 320 Regular Education and Special Education routes. The District holds multiyear established contracts for Transportation Services but based on growing and changing needs will utilize this contract to add three additional routes and provide the opportunity for future additional routes based on transportation coverage needs.

School transportation is an integral part of our educational system. Our primary concern is for the well-being and safety of our students, therefore, throughout all components of these specifications you will find references to safety including the areas of equipment, drivers, and reporting procedures.

Currently, the District has 46 public school sites and 10 non-public and charter school sites. The 46 public schools sites consist of five high schools, six middle schools, twenty-six elementary schools, five specialty programs at current sites, an EBD center, two post-secondary special ed. programs (18-22 yr. olds), and three alternative learning centers.

2. DEFINITIONS

The term:

- **District** refers to Anoka-Hennepin ISD #11 and any department or board of the School District.
- **Contract Vendor** refers to the company that has been awarded a contract as a result of Quotation 22507Q.
- **Contract** refers to this agreement, which has been prepared according to the terms and conditions of Request for Quotation #22507Q ("Quote") and any addenda issued prior to the execution of this agreement. These documents form the contract and are as fully a part of the contract as if attached to this agreement.
- **RFQ** means Request for Quotation
- **Bus or "school bus"** means refer to a motor vehicle operated by a licensed school bus driver for the purpose of transporting students.

3. CONTRACT PERIOD

The contract will commence on starts will commence upon receipt of signed and dated contract through June 30, 2025.

4. CONTRACT PRICING

Pricing will remain firm for the full contract period. During the contract term, the Contract Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Contract Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

Refer to Appendix A for contract pricing.

5. ESCALATION – Not Applicable

6. CONTRACT REVIEW – Not Applicable

7. CONTRACT RENEWAL - Not Applicable

8. CONTRACT ASSIGNMENT

The Contract Vendor will not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment will contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor will be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

9. CONTRACT VENDOR PERFORMANCE

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

Contract Vendor must need to be aware that the District has the option to reduce the contract for performance issues that may impact service to students

10. REIMBURSEMENT OF LIQUIDATED DAMAGES

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Contract Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

11. CONTRACT VENDOR FINANCIAL STABILITY

The District may request a copy of the Contract Vendor's financial records prior to contract award or during the contract period.

12. CONTRACT REPORTS – Not Applicable

13. PURCHASE ORDERS – Not Applicable

14. QUANTITIES – Not Applicable

15. COMPLIANCE WITH LAWS AND DEBARMENT

The Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

16. RETURNS – Not Applicable

17. WARRANTY – Not Applicable

18. DELIVERY – Not Applicable

19. CONTRACT VENDOR PERSONNEL

All Contract Vendor personnel performing work on District property must wear a clearly visible school district name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

20. TAXES

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The District falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Contract Vendor to reclaim such charges.

21. PAYMENT

The Contract Vendors shall agree to bill the District based on the Transportation Department's printed billing schedule for services rendered within that month, in compliance with state law. If such billings are proper, the District shall make payments on the 15th and 30th of each month, commencing with September 15, 2020. The District shall make 18 payments each school year (not including special education summer program, additional overtime, field trips, athletics trips, and/or learning year billings).

Progress payments:

In accordance with Minnesota Statutes 471.42, Contractor shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the Contract their pro-rated share of the payment for all undisputed services provided by the Subcontractors and suppliers.

If the Contractor does not pay any Subcontractor or supplier on time, the Contractor must pay interest of 1 -1/2 percent per month or any part of a month. The minimum monthly interest payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due the Subcontractor. Any Subcontractor who prevails in a civil action to collect interest from a Contractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

The enforcement of these conditions shall be the responsibility of the Subcontractor working through the Contractor and the Contractor's surety. To facilitate the resolution of any problems relating to these provisions, the Contractor shall furnish the Subcontractor with the name, address, and telephone number of the Contractor's surety within ten (10) days of the date on which the Contractor signs a Contract with the Owner.

22. NON-APPROPRIATION

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

23. INSURANCE AND BONDS

A. Insurance Requirements

The Contract Vendor shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the transportation services are provided insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of transportation services under this Contract or by anyone directly or indirectly employed by the Contract Vendor, or by anyone for whose acts the Contract Vendor may be liable.

1. Claims under workers compensation, disability benefit and other similar employee benefit acts, which are applicable to the services to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contract Vendor's employees
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contract Vendor's employees
4. Claims for damages insured by usual personal injury and advertising injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contract Vendor, or (2) by another person
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle
7. Claims involving contractual liability insurance applicable to the Contract Vendor's obligations under Section 2, below the insurance required by this section shall be written for not less than the following, or greater if required by law:
 1. Workers' Compensation
 - a. State: Statutory
 - b. Employer's Liability:
 - \$ 1,000,000 Each accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease, Each Employee.
 2. Commercial General Liability Occurrence Form
 - a. Bodily and Property Damage (Combined Single Limit):
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$1,000,000 Products/Completed Operations
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of two years after the final term of the Contract and the Contract Vendor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period.
 - c. Coverage shall be written using ISO CG0001 or its equivalent.
 3. Automobile Liability (owned, non-owned, hired):
 - Bodily and Property Damage (Combined Single Limit):
 - \$5,000,000 Each Occurrence
 - Personal Injury Protection (no fault) as required by statute.
 4. Umbrella Liability or Umbrella Excess:
 - \$5,000,000 Over Primary Insurance for both auto and general liability.

Prior to commencing transportation services under this contract, the Contract Vendor shall furnish to the District a certificate of insurance, in a form acceptable to the District, for each of the above coverage's which shall specifically set forth evidence of the required coverage and provide that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the District. Such certifications and/or cancellation notices shall be provided to Anoka-Hennepin Schools, c/o Keith Paulson, Director of Transportation, 2727 N. Ferry Street, Anoka, MN 55303. The Contract Vendor shall also furnish to the District copies of endorsements that are subsequently issued amending coverage or limits.

Anoka Hennepin Independent School District #11 shall be listed as Additional Insured with respect to all policies excluding workers' compensation as per contract or agreement. Contract Vendor shall ensure that endorsements are promptly issued and provided to the District reflecting such additional insured coverage.

Contract Vendor shall procure insurance coverage to the fullest extent of the indemnification requirement.

B. Waiver of Subrogation

The Contract Vendor waives all rights against the District, its officials, volunteers and employees for damages to the extent covered by insurance required by this Contract, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

24. ACCESS TO RECORDS AND AUDIT

The Contract's Vendor books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Contract Vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

25. DISTRICT SUPPORT

The Contract Vendor must provide a dedicated account representative and accounts receivable to assure continuity of service and support to the District. The Contract Vendor must notify the District immediately of any changes in support staff.

26. PERMISSION TO PROCEED – Not Applicable

27. INDEPENDENT CONTRACTORS

The Contract Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

28. RESPONSIBLE CONTRACTOR – Not Applicable

29. PREVAILING WAGE – Not Applicable

30. OSHA

All Contract Vendors must comply with OSHA regulations where applicable to this contract in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

31. SAFETY

The Contract Vendor will comply with all state and federal laws as they relate to employee safety.

32. DISTRICT POLICY AND PROCEDURES

The Contract Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

33. SECURITY COMPLIANCE ON DISTRICT PROPERTY

The vendor will keep personnel screening records on file for any personnel under the resulting quotation/contract. This will include records of Criminal Background Screening.

34. HOLD HARMLESS

The Contract Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Contract Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Contract Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

35. FORCE MAJEURA

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party give notice as soon as possible to the other party regarding the inability to perform.

36. DUTIES TO MITIGATE

The contract between the District and the successful Contract Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this Proposal to enforce any of its terms (including all component parts of the proposal documents), and the District prevails in such suit, the Contract Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

37. DISCRIMINATION

During the performance of this contract, the Contract Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The Contract Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Contract Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

This contract may be canceled or terminated by the School Board and all money due, or to become due under the contract may be forfeited for any subsequent violation of the terms or conditions of this contract.

38. INFRINGEMENT ON ADJOINING PROPERTY – Not Applicable

39. TEMPORARY FACILITIES – Not Applicable

40. UTILITY CLEARANCES – Not Applicable

41. USE OF THE DISTRICT PROPERTY – Not Applicable

42. CLEANUP– Not Applicable

43. SPECIAL CONTROLS – Not Applicable

44. PUBLICITY AND ADVERTISING

Contract Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the District's Department of Public Relations.

45. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any employee or official of the District, elected or appointed, who take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

46. DAMAGE TO DISTRICT PROPERTY

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

47. QUALITY OF WORK – Not Applicable

48. QUOTATION SECURITY/PERFORMANCE BOND

A. *Quotation Security*: Not Applicable

B. *Performance Bond*: Successful Contract Vendor(s) must furnish a performance bond satisfactory to the District in the amount of 100% (one hundred percent) of the first year of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with this contract, in accordance with the terms of MN Statutes Section 574.26, annotated as amended. Performance bond may be required for the duration of the contract and extensions thereof.

*Cost of the performance bond should be included separately in the quotation on the appropriate line, and if later waived by the District, the cost would be deducted from the quotation price. At the District's option, the performance bond requirement may be waived after the quotation process is complete. If the District chooses to waive the bond, the NON-PERFORMANCE RESERVE DEDUCT SYSTEM will be enacted in place of the bond requirement. (See Section 48.)

49. NON-PERFORMANCE RESERVE DEDUCT SYSTEM

If the performance bond is waived, the District will withhold 5% (five percent) of the total contract payment per month for the first four months (September-December) of the school year as security for the successful performance of the contract. It is understood that should the reserve be depleted due to non-performance, as defined in this section, the District reserves the right to replenish the reserve by extending the number of months. This money will be retained by the District until the completion of the school year. Monies withheld from the Contract by the District under the terms of this section will not accrue interest.

Violations of the contract items will be subject to monetary deductions from the reserve on a monthly basis. Following the successful completion of each school year the remaining balance of the reserve will be returned to the Contract Vendor. The amount of the deduction for non-performance incidents shall be proportionately equal to the rate for service to be provided. (E.g. If only one trip of a three-trip route is successfully completed, the District will deduct 2/3rds of the cost for service on the route.) Failure to run a route or a trip will result in the greatest deductions.

Conditions of non-performance include, but are not limited to, the following list of items. These incidents will result in a \$150 (One hundred and fifty dollars) deduction per occurrence:

1. Failure of the driver to arrive at stops or schools at the appointed time, in either the morning or afternoon. Driver must never run a trip ahead of the district-approved time schedule. A system will be implemented to account for the arrival time of buses at schools.
2. Failure of the driver to follow the established bus route as approved by the Director of Transportation or designee. This includes the arrival times at schools scheduled by the Transportation Department.
3. Failure of the Contract Vendor to perform any or all portions of the route (proportionate deduct).
4. Failure to immediately notify the school affected and the Transportation Department of vehicle breakdowns or late buses.
5. Failure to immediately notify the school affected and the Transportation Department of school bus accidents.
6. Failure of the driver to have in his/her bus the following items:
 - a. A route copy and map of the routes they are driving.
 - b. Bus emergency plans and/or health plans for students on board.
 - c. Emergency evacuation plans for each run of each route.
7. Failure of the driver to have a watch and follow the Transportation Department-approved time schedule for the route.
8. Failure of the driver to display the correct magnetic route number on the door side of the bus, as required by these Specifications. Only one route sign will be displayed at a time.
9. Failure of the driver to turn on and monitor the two-way radio whenever transporting District students or staff, on all to/from school routes, field trips, activity routes or athletic trips.

10. Failure of the driver to stop at a railroad crossing (unless marked exempt) and open the driver's window and the right service door. This procedure is to be followed whether loaded or empty. If failure to follow this procedure in any way jeopardizes the safety of students, the Director of Transportation may request that the driver be restricted from driving any routes or activities in the District.
11. Failure of the driver to maintain confidentiality of personal student information, for all students transported by the driver, whether regular or special education students.
12. Failure of the Contract Vendor to assign vehicles of proper capacity as needed and determined by the Transportation Department.
13. Failure to run a route on time because the driver is unfamiliar with the area.
14. Failure to have stand-by drivers who are familiar with the area in which they drive.
15. Failure to have all drivers pre-run their bus routes prior to the first day of school (including summer school).
16. Failure of drivers to obey the District NO SMOKING OR TOBACCO USE POLICY while on board their buses (loaded or empty).
17. Failure to use appropriate language by any Contract Vendor employee when dealing with the public, students, school staff, or district transportation staff.
18. Failure of a driver to properly display his/her district identification badge, on their outer garment, when entering a school or other district facility.
19. Unauthorized route changes, which is any route change made by a Contract Vendor or by a driver employed by a Contract Vendor, without authorization from the Transportation Department. Repeated violations may result in the suspension or removal of the violating driver from further service with the District and/or loss of route by the violating Contract.
20. Unauthorized passengers including but not limited to drivers' friends or family.
21. Failure to perform guidelines as determined in these Specifications.
22. Repeated violations of the District-established policies and procedures.

The Transportation Department shall provide the Contract Vendor a written report of all incidents on non- performance that occurred in the preceding month. The Contract Vendor have 5 (five) working days in which to offer a written appeal to any of the incidents. The Transportation Department shall, at its sole discretion, make a determination as to whether the non-performance occurred and, if so, whether or not there are extenuating or mitigating circumstances, which eliminate the need for a deduction.

It is understood by the Contract Vendor that payment of any non-performance incidents does not preclude the Transportation Department from seeking additional remedies to the problems, including but not limited to, further monetary penalties and/or assignment of the route to another Vendor.

50. SPECIFIC CONTRACT CONSIDERATIONS

1. Route Elimination/Consolidation. The Anoka-Hennepin Independent District #11 Transportation Department reserves the right to increase, decrease, consolidate, or eliminate routes when it is in the best interest of the school district.
2. If there are "inclement weather days," the school district will withhold payment for the first 2 days. Any additional days will be reimbursed under the normal contract rates.
3. These Specifications, Exhibits, and Appendices are the quotation guidelines and the operating sections of the contract for transportation services. Contract Vendors are expected to be familiar with the provisions contained in these Specifications, Exhibits, and Appendices both in preparation of the quotation and in all subsequent transportation operations for the District resulting from award of service under these specifications.

4. Other Contract Requirements

The contract awarded to the successful Contract Vendor shall be in full force and effect commencing on the first day of November 2021 and ending in accordance with the terms and conditions included in these Specifications. The number of students transported on each bus by the Contract Vendor shall as nearly as possible conform to guidelines adopted by the School Board. In the event that other unusual situations develop that are not covered in these specifications, the District or Contract Vendor may request modification to the contract upon receipt of written request from either party. These unusual situations may include, but are not limited to, the following: fire, riots, war, picketing, civil commotion, labor disputes, school strikes, split session, early dismissals or four-day weeks.

The District reserves the right to take whatever action is deemed necessary under the above listed situations to continue safe transportation for its students. The Contract Vendor shall provide the District with prompt, efficient and quality transportation services at all times. Failure to provide this service shall be considered non-performance. Issues of non-performance will be determined by the Director of Transportation and dealt with in accordance with Section 8 of the Specifications in the RFQ.

The Contract Vendor(s) will be familiar with all transportation policies and keep up to date if there are any policy changes.

5. The number of passengers who may be transported in any school bus shall not exceed the body manufacturer's rated seating capacity. Since the actual number of students transported will vary from week to week, the Director of Transportation will determine the capacity needs for all school buses and reserves the right to change buses to meet the needs of the District.

51. SUBCONTRACTING

Any Contract Vendor desiring to subcontract work under this contract must obtain the written permission of Anoka-Hennepin District #11 prior to the implementation of the subcontracting agreement. The Director of Transportation of Anoka-Hennepin Independent District #11 must approve the subcontract agreement before approval by the School Board. The Contract Vendor requesting the subcontracting of service under this quotation must include in the subcontract the requirement that the sub-contractor follow the Specifications for Pupil Transportation 2021-22 of Anoka-Hennepin Independent District #11. This requirement must be stated on the subcontractor's contract forms before approval by the Director of Transportation of Anoka-Hennepin Independent District #11. All standards contained in these Specifications, including the insurance requirements under Section 1, 7A, will apply to all subcontractors.

52. TERMINAL FACILITIES

1. *Terminal Facilities:* To operate Anoka-Hennepin Independent District #11 routes, successful Contract Vendors must have facilities within the boundaries of the district or within 20 minutes driving time of the school district boundary. Terminal facilities shall include administrative offices, dispatch facilities with two-way radio capabilities, fuel storage tanks and pumps with a minimum capacity of 10,000 gallons of fuel, storage facilities for the number of buses required to fulfill their contract (including spare vehicles). All buses will be stored in the protection of a garage with power plug-ins and/or diesel-fuel-powered engine heaters for all buses. Provide data access for time clock and computer systems for bus Para-educator located at the reporting facility.
2. *Communications:* Facilities will also include one plain paper facsimile machine for the purpose of communicating route changes, problem reports and other operational matters. Contract Vendor will provide at least two incoming phone lines to the terminal and one of the following for emergency communication: a cellular phone or an unpublished phone number. Company must respond to customer calls in a timely fashion. Working e-mail addresses for all office and dispatch staff. Access to Google Shared Drive.
3. *Computerized Routing:* Facilities will be adequate to perform computerized routing online/real time with the Transportation Department. Contract Vendor will provide hardware that meets the District specifications for the performance of the Transportation Department computer systems. Hardware and data lines will need periodic upgrades and the Contract Vendor is aware that these upgrades will be his/her responsibility. Contract Vendor will provide staff that is knowledgeable in the use of software utilized by the Transportation Department.
4. *GPS:* The Contract Vendor must provide a GPS connection to interact with our Transfinder routing software. GPS must be able to "ping" at least every 5 seconds this is in order to provide accurate locations and to provide accurate plan vs. actual route performance.

53. GENERAL OPERATIONS

1. Contract Vendor shall transport public and non-public Anoka-Hennepin Independent District #11 resident students and open-enrolled public-school non-resident students who meet the eligibility criteria of the Minnesota Department of Education. On occasion, it may be necessary to transport a resident student to a program or school outside the geographic boundary of the school district. The Director of Transportation will authorize all eligible students and bus routes. Contract Vendor agrees to implement changes within three working days from the initial request and sooner than three days when possible to safely accommodate the change.
2. The Anoka-Hennepin Independent District #11 shall have exclusive use of all vehicles while those vehicles are performing to and from school routes, field trips, activity trips, or any other school-related services. This paragraph prohibits the Contract Vendor from using contracted vehicles to provide service to any other group or organization. This paragraph shall not prohibit the school district from assigning various school groups to routes. This clause shall not prohibit the Contract Vendor from chartering vehicles to outside groups or organizations when vehicles are not under service to the school district.
3. Contract Vendor to furnish school buses that meet or exceed the "National Standards for School Buses and Operations" adopted by the 2010 Fifteenth National Conference on School Transportation and comply with the unique requirements of the Anoka-Hennepin Independent District #11 as established in these Specifications. Buses will comply with all Federal and State of Minnesota regulations, laws, and rules at the time of original purchase in the State of Minnesota. (See Appendix VI, Definitions and Types of School Buses of these Specifications.)
4. Contract Vendor shall keep the buses properly housed so as to ensure warmth and comfort for students transported therein. All buses that are not stored inside shall be plugged in or have engine heaters activated to insure starts in sub-zero weather. To ensure that all buses can be started in cold weather, Contract Vendor will provide a backup system of mechanics to start buses and/or an alarm system to notify key personnel in the event of a power failure.
5. Contract Vendor is required to have the buses maintained by qualified mechanics so that they are in excellent mechanical condition at all times. The Contract Vendor will demonstrate a preventative maintenance program that involves the bus drivers, mechanics, and all staff in insuring that only safe school buses operate in the Anoka-Hennepin Independent District #11 at all times.
6. Contract Vendor shall keep the bus fleet clean and neat in appearance. Buses will be washed, and interiors cleaned, when weather permits for the purpose of insuring the high visibility of the school bus's yellow color and reflectorization on the bus, and to provide a clean environment for bus passengers.
7. The Contract Vendor is required to employ at least one (1) person, approved by the Director of Transportation and Transportation Safety Coordinator, in the capacity of Safety Director/Coordinator, who is assigned exclusively to service the safety needs of this contract. The Safety Director/Coordinator must be assigned full-time to school bus driver training, safety, and route supervision. The Safety Director/Coordinator **may not** be a school bus driver performing safety duties on a part-time basis. If a Contract Vendor has multiple locations serving multiple contract areas within the district, there will be one Safety Director/Coordinator at each location.
8. The Contract Vendor is required to have safety/route supervisory personnel monitor the performance of contract drivers providing District service through route observation and ride-along observations. Contract Vendor is required to have safety/route supervisory personnel available to respond to specific requests and problems related to route safety and non-performance. It is expected that the amount of time spend on street safety/route supervision will correspond to the number of buses under contract to the District.
9. Contract Vendor staff members involved in safety activities are required to attend monthly District Transportation Safety Meetings to review District policies and procedures, discuss existing or potential problems or conflicts, and to review areas of concern either to the Contract Vendor or to the District. Further, Contract Vendor agrees to assign at least one driver to attend the monthly meetings, to be a participant in the monthly accident review session, which ends each monthly meeting.
10. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system is required to attend monthly Users' meetings with District staff, to review policies and procedures, to attend all scheduled meetings for software training, and to be involved in setting standards for the use and implementation of the routing system.

11. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system will be responsible for reviewing and correcting overload situations on routes in their contract area.
12. The Contract Vendor is responsible for ensuring that management, dispatch, safety, and supervisory personnel are familiar with the contents and requirements of these Specifications in regard to their area of responsibility.
13. The Contract Vendor agrees to add the Appendices of these contract specifications to their company's driver handbook to ensure that drivers are aware of their responsibilities under this contract.
14. The Contract Vendor agrees to adopt a formal written policy and procedure for checking all school buses operating under this contract for sleeping students. This policy and procedure shall be based upon the "placard system" and must include mandatory disciplinary actions for failure of the driver to check the school bus, whether or not a sleeping student is actually on board.

The policy shall, at a minimum, require the driver to walk the full length of the school bus and check for any remaining students whenever:

- a. The driver finishes a school run
- b. The driver returns to the terminal
- c. The driver leaves the vehicle

The policy shall further require that the driver place a magnetic placard, which says EMPTY, in the rear window the school bus indicating that the bus has been checked in any of the above situations. Upon returning to the vehicle, or leaving the terminal, the driver shall remove the placard and return it to the driver's area of the bus.

15. The Contract Vendor will provide Anoka-Hennepin independent School District #11 with 4 hand-held two-way radios and chargers for the district to monitor and radio buses serving the school district.

54. DRIVER REQUIREMENTS

1. Each Contract Vendor shall hold each driver responsible for complying with the provisions of these Specifications.
2. Each Contract Vendor shall screen, hire, train and employ only the most qualified and caring bus drivers.
3. Pre-employment: Contract Vendor will require at least a five-year employment history on all new hires. Contract Vendor agrees to make appropriate criminal background checks and motor vehicle license checks on all new drivers as required by law. The Transportation Department will audit driver files at least twice during the school year on a random selection process at the Contract Vendor's facility.
4. Contract Vendor will insure to the best of his/her ability that all drivers are free from the influence of alcohol or mood/mind-altering substances, legally or illegally obtained, during their duty day as a school bus driver. In accordance with MN Statue 169A.31, **no driver shall operate or have physical control of a school bus under contract to the District with any presence of alcohol in their system.**

Further, no driver operating a school bus under contract with the District shall consume any beverage with alcoholic content within 10 (ten) hours of going on duty, operating, or having physical control of a school bus. Nor shall any driver operating a school bus under contract with the District consume a beverage with any alcoholic content while on duty, operating, or having physical control of a school bus.

Any driver found in violation of these provisions shall be immediately removed from any further driving in the District. The Transportation Department will immediately notify the police about any driver found to be operating a school bus in an alcohol-impaired condition and shall pursue the full prosecution of such a driver.

Contract Vendor will submit a copy of their drug and alcohol-testing program prior to the start of the school year, pursuant to the requirements of the Federal Motor Safety Regulations as contained in Section 49, Code of Federal regulations, Part 40, effective January 1, 1995. The program must contain pre-employment, incident, post-accident, and random testing for alcohol and controlled substances.

5. Drivers will obtain a school bus physical exam and at all times meet the physical requirements of law to perform their duties. Drivers will at all times meet the health standards imposed by the State of Minnesota. The school district may request an additional physical exam if deemed necessary.
6. Drivers will have in their possession a valid Minnesota Commercial Driver's License for the class of vehicle, which they are operating, or the equivalent out-of-state Commercial Driver's License with a school bus and passenger endorsement. Drivers are required to carry their license with them while on duty and submit it for inspection upon request of a District Transportation staff member.
7. Further details regarding Bus Driver Qualifications can be found in Appendix III, of these Specifications.
8. Drivers will be required to wear a District I.D. Badge at all times while on duty. The Transportation Department will provide the badges and the Contract Vendor agrees to schedule drivers to have their picture taken prior to the start of each new school year.
9. Driver Disqualification: It is the policy of Anoka-Hennepin Independent District #11 to follow the school bus driver disqualification conditions outlined in the Minnesota Department of Public Safety Rules section 7414.0400. No Contract Vendor shall place a driver in service, in the Anoka-Hennepin Independent District #11, who has been reinstated from disqualification under section 7414.0400 by a letter from the Contract Vendor who employs them or by any other employer.
10. Driver Discipline: It is the responsibility of the Contract Vendor to insure that his/her drivers operate their school buses safely at all times and provide an atmosphere on the bus which is comfortable, free of harassment and safe for all students. In addition to the terms of employment with the Contract Vendor, the drivers are bound by Transportation Department expectations for service and failure to meet those expectations may result in the Transportation Department suspending or terminating the service of the offending driver within the District under the terms of this contract.

The following are examples of violations that may result in the Transportation Department removing a driver from service. The violations include, but are not limited to:

- a. Speeding
- b. Traveling too fast or following too close for conditions or in residential areas
- c. Failing to obey traffic laws
- d. Traveling at an unsafe speed in a school loading zone
- e. Backing up a bus in a school loading zone
- f. Using the 8-light system in an unsafe, improper, or illegal manner
- g. Making unauthorized or "sweetheart" bus stops
- h. Failure to report accident or incidents as required by law and student transportation policy
- i. Use of alcohol or controlled substance(s) while on duty
- j. Any sexually inappropriate actions or suggestions toward students, staff, or parents
- k. Any racially inappropriate actions or suggestions toward students, staff, or parents
- l. Failure to check bus for sleeping students at the completion of each trip
- m. Possession of any weapon while on duty (defined in district weapons policy, see App. XI)
- n. Any contact between driver and student outside of work that is not approved by an immediate supervisor or the student's family
- o. Provision of alcohol or controlled substance(s) to a student
- p. Failure to secure areas around the bus "danger zone" before moving the bus, resulting in the potential for, or actual injury to, the students outside the bus
- q. Failure to complete a pre-trip inspection/safety check before the beginning of each route or field trip
- r. Use of the public address system in the bus in an abusive manner toward students or the public
- s. Inappropriate use of the brakes, swerving or other use of the school bus as a disciplinary tool
- t. Failure of the driver to verify students' bus passes which permit them to ride the bus
- u. Refusal to transport any particular students without prior supervisory approval
- v. Displaying multiple route signs on the bus while driving an a.m., noon, or p.m. route
- w. Inappropriate use of a cell phone (call, photo, video, or text)
- x. Failure to properly operate wheelchair lift or secure wheelchair/student
- y. Having unauthorized passengers (not pre-approved by school district) on the bus (drivers' family, friends or children)
- z. Failure to follow the route copy

11. Driver Training:

- a. Pre-Service Training: Contract Vendor agrees to provide pre-service and in-service training as prescribed by Minnesota Statute 171.321 subdivision 4. Anoka-Hennepin requires pre-service training of 40 hours, which will consist of a minimum of 24 hours behind the wheel and 16 hours of classroom instruction. The pre-service training requirement may be waived with provided proof of a previously held school bus endorsement with expiration within the last 5 years. Training for drivers of special education routes will include proper handling and securement of wheelchairs, operation of lift equipment (including instruction and practice in the operation of the lift in the manual mode in the event of an electrical or control unit failure), information about disabling conditions, and behavior management for students with special needs.
- b. In-Service Training: Contract Vendor agrees to conduct one safety meeting every month of the school year beginning in August with required attendance by all drivers employed for service under this contract. Minutes of each meeting will be sent to the Transportation Department. Topics of the safety meetings will vary to include, but not be limited to, the following areas:
 1. Defensive Driving
 2. Human Relations/Customer Service
 3. Behavior Management
 4. Basic first aid knowledge
 5. District policies, state laws and federal regulations pertaining to school buses
 6. Accident preparedness and emergency procedures
 7. Winter driving techniques
 8. Railroad crossing procedures
 9. Local district issues and policies regarding harassment, bullying, weapons and bus discipline
 10. Blood-borne pathogens and body fluid clean-up procedures
 11. Understanding of and behavior management for students in ESL (English as a Second Language) programs
 12. Bullying and harassment on the bus
 13. Traffic Watch Program
- c. Special education transportation topics, which include:
 1. Early Childhood/Special Ed
 2. Wheelchair/lift and car seat securement in a school bus
 3. Special needs bus evacuation
 4. Disability information, including recognizing and managing seizures
 5. Understanding the concept of confidentiality (of student information)

Minnesota Statute 171.321 subdivision 5 specifies that drivers will receive a driving evaluation at least once a year. The Contract Vendor agrees to forward a copy of certification of the evaluation on all drivers to the Transportation Department.

55. DRIVER'S ROUTE PROCEDURES

The school bus driver shall be alert and comply with all Minnesota Statutes pertaining to the operation of a motor vehicle (Highway Traffic Regulations Act) while driving a school bus. The driver shall also comply with all rules and regulations of the Minnesota Department of Public Safety (DPS) covering the operation of a school bus. Each driver will be responsible to understand and comply fully with the obligations, operating rules and special procedures as stated in these Specifications and Appendices.

Drivers shall transport students on routes and make stops according to the timetable designated by the School Board and/or Director of Transportation, and in accordance with the rules and procedures for to and from school routes and all school-related activities as outlined in Appendix I of the Specifications in the RFQ..

56. EQUIPMENT REQUIREMENTS

If the Contract Vendor owns, or currently leases, less than 80% of the school buses required in their quotation, they will provide the District an irrevocable letter of credit issued by a financial institution acceptable to the district, in favor of the manufacturer in the full amount of the purchase price. The Contract Vendor must certify that the letter of credit is a true and correct copy of the original letter of credit.

1. NEW EQUIPMENT
 - a. A certification from the manufacturer or the manufacturer's authorized representative that such equipment will be provided for service prior to the commencement date of performance.
 - b. A certification from the manufacturer or the manufacturer's authorized representative of the purchase price.
2. USED EQUIPMENT
 - a. A certificate from the present owner of the equipment stating that the equipment will be provided for service prior to the commencement date for performance.
 - b. Certification of ownership by the owner of the equipment with a representation that the amount of liens or encumbrances are less than the purchase price.
 - c. A fully executed purchase agreement for the sale of said equipment.
3. LEASED EQUIPMENT
 - a. A certificate from the present owner of the equipment that the equipment will be provided for service prior to the commencement date of performance.
 - b. Certification of ownership by the owner of the equipment.
 - c. A fully executed copy of the lease for said equipment.

The agreement for lease or the purchase of equipment must be unconditional except that any purchase agreement or lease may include a contingency in favor of the Contract Vendor, which would permit termination of the said purchase agreement or lease in the event the Contract Vendor is not awarded the contract pursuant to these specifications.

The Contract Vendor agrees to provide school buses for this contract that are safe, clean in appearance, and meet all the State of Minnesota, Federal and District laws, rules, and requirements. All vehicles used in the District for the purpose of transporting students to and from school and school-related activities must meet the following District requirements in addition to all requirements in current law and regulation:

1. All vehicles transporting all students to and from school, on field trips, activity trips, or on between-building programs, must be equipped with working two-way radio equipment. The radio equipment must be turned on and monitored by the driver whenever transporting District students or staff. The radio system must be adequate to provide effective communication between the Contract Vendor's operational office and any route vehicle anywhere within the areas of the school district where the Contract Vendor receives route assignments. Any situation in which the radio is required and found to be not functional will result in a non-performance deduction under the terms of these specifications and will result in a \$150 fine per occurrence.
2. Contract Vendor agrees to provide spare buses at the rate of 10% of the route buses awarded under the terms of this contract.
3. Age Requirements:
 - a. All regular route buses operating under this contract will have an average age of six (6) years old. No route bus will be more than twelve (12) years old during each year of the contract or subsequent contracts. Example: In the 2020-21 school year, the oldest regular duty bus will be a 2009 model bus. The age of the bus is determined by the manufacturer plate on the interior of the bus body.
 - b. All spare buses operating under this contract will be fifteen (15) years old or newer during each year of the contract and any or all extensions of this contract. Example: In the 2020-21 school year, the oldest spare bus allowed under this contract will be a 2006 model bus. The age of the bus is determined by the manufacturer plate in the interior of the bus body.
4. Capacity – Contract Vendor agrees to provide 77-passenger buses for regular ed. routes, unless requested otherwise.
5. Identification: All buses will be identified by the name of the Contract Vendor operating the bus. All buses will be identified by a coordinated numbering system upon consultation with the District Transportation Office. The numbers located under the front window behind the front service door are the numbers most students refer to in the Anoka-Hennepin Independent District #11 when they look for their bus. Contract Vendor agrees that when spare buses are used to replace a regular route bus, the driver will place a magnetized sign over the spare bus number with the number of the bus it replaced. This system eliminates the confusion of window signs and students missing their bus. Route numbers and bus numbers are synonymous in Anoka-Hennepin.

NOTE: Special education route buses will at all times use a magnetized route number sign, to be displayed to the left of the front service door. If a driver uses the same bus all day for routes with different numbers, only one (1) route number will be displayed at a time.

6. Trailers: Contract Vendor agrees to provide at least 4 (four) trailers per location for use with field trip and charter buses as needed.
7. Student Securement/Restrain Systems: The Transportation Department will provide car seats, infant seats, booster seats, restraints and any other necessary student securement/restraint systems that are needed under the terms of the contract and the laws pertaining to special education. Contract Vendor agrees to store these items at their facility, maintain them, inventory them at the close of each school year, and forward the inventory to the District Transportation Office.

The Contract Vendor will purchase "integrated" seats (that include a something similar to a star-seat) in the first three rows of special education buses and the first two rows of big buses.

8. P.A. Systems: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a public address system with a minimum of two interior speakers and one exterior speaker for the purposes of communicating with students inside and around the "danger zones" outside of the school bus.
9. Stop Arms: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a stop arm that utilizes an LED system OR a flashing lighted stop arm.
10. Video Student Monitoring: The Contract Vendor agrees to purchase and install a digital video surveillance system for the buses operating under this contract. The system will be specified by the Transportation Department to assure one district-wide system that is consistent. Seon is the current system. Any other system would require approval from the Transportation Department. The system will include three (3) on-board day/night cameras for Types A & B buses, and four (4) on-board day/night cameras for Types C & D. The system will also have a large enough storage capacity for 30 days of data. The Contract Vendor further agrees to maintain the system and replace components, as necessary. The Contract Vendor further agrees to provide at least one "reader" at the bus facility and provide 5 "readers" per quotation area for school district use. The Contract Vendor will follow the Anoka-Hennepin Digital Video Camera Policy (see Appendix IX of these Specifications). Any new video equipment will download data over WIFI to provide video access to district and school staff. Finally, the Contract Vendor agrees to properly maintain the equipment and replace any defective systems before returning to route. Wide-angle side view camera on new buses is preferred. Note - the video data is the property of the Anoka-Hennepin Independent District #11.
11. Student Crossing Gates: The Contract Vendor agrees to provide crossing gates for all Type A, B, C and D buses used in this contract. Contract Vendor agrees to install the crossing gates, maintain them, and train drivers in the proper use of the gates.
12. A school bus of any type operating under this contract with Anoka-Hennepin, transporting students and/or staff on any to/from school routes, field trip or activity trip will not be allowed to display any type of advertising signage on the inside or outside of the bus. This does not include the Contract Vendor's name, address, bus number, or other legally required letters such as common carrier identification numbers.
13. No Type A, B, C or D school bus operating under this contract shall be equipped with overhead book racks.
14. All Type A, B, C or D school buses transporting students to or from school must have the number of the individual seats clearly displayed above the seats on the area above the inside roof line.
15. Required Safety Equipment: Contract Vendor agrees to install the following safety equipment in each Type A, B, C, and D school buses operating under this contract:
 - a. Body Fluid Clean-Up Kit: Kit must be located in the front driver's compartment or bulkhead of the school bus. Contract Vendor will provide kits for all buses under this contract.
 - b. School Bus Discipline Rules: Contract Vendor agrees to locate District rules poster on bulkhead of bus. District will provide copies for each bus.

- c. Sleeping Children Sticker: Contract Vendor agrees to place "Always check your bus for sleeping children" sticker on the dash of bus near the driver's steering wheel. Contract Vendor will supply stickers for all buses operating under this contract.
 - d. Magnetized "EMPTY" Placard: Contract Vendor agrees to provide a magnetized EMPTY placard which is intended to be displayed in the rear window of the bus after the driver has check the bus children, at the end of each to or from school route, field trip or activity trip.
 - e. Crossing Directions for Students: Contract Vendor agrees to place an "Always cross ten feet in front of the bus" sticker ton the bulkhead of the bus. Contract Vendor will supply stickers for all buses operating under this contract.
 - f. Seatbelt Cutters: Contract Vendor agrees to provide and install 2 (two) seatbelt cutters on each school bus equipped with seatbelts, child securement devices, and/or wheelchair tie-down straps.
 - g. Vinyl Gloves: Contract Vendor will include vinyl gloves in first aid kid and body fluid clean-up kit for the purpose of cleaning up body fluids.
16. Wheelchair Lift Equipment: Successful Contract Vendors agree to equip wheelchair lift equipment that meets all A.D.A. requirements, other Federal requirements, and State of Minnesota rules and laws. In the event the Transportation Department opts to include lift equipment in the Areas A, B and C of this contract, the successful Contract Vendor(s) will either provide the necessary equipment or relinquish those routes to the District for assignment to another Contract Vendor.
- **An example where this may happen: Due to the "least restrictive environment" requirements and goals of the District for special needs students, the parent/guardian requests that their child (who uses a wheelchair) ride the "regular" route bus in the neighborhood. If the Transportation Department's analysis of costs and other factors determines that this is a reasonable request, the Contract Vendor will be asked to install a lift, and/or purchase the necessary equipment to fulfill the request. The rate of pay will change to the appropriate level for the added equipment.**
17. All lift buses operating under this contract must be equipped with an emergency fire blanket for use in an emergency "drag type" of evacuation of students who use wheelchairs. The blanket must be at least 62" x 80", must be of a wool or wool/nylon composition (such as those commonly called an "Army blanket") and must be contained in a covered protective case.
18. All lift buses will meet the following criteria in regard to the placement of the lift and wheelchair securement area: On Type C and D buses the lift door, lift, and wheelchair securement area will be located in front of the rear axle. Lift doors, lifts and wheelchair securement areas located behind the rear axle are only acceptable if the bus is purchased with an air brake system and rear air suspension.
19. All lift buses operating under this contract must be equipped with an emergency blanket, made of aluminum-laminated polyethylene (sometimes called "space blankets") to provide an extra layer of protection during emergency evacuation situations for students who use wheelchairs or others who would be particularly sensitive to the cold. Emergency blankets will be provided by the District to Contract Vendor upon request. Drivers are urged to carry one blanket for each student who uses a wheelchair. These blankets may also be used to provide additional warmth for students during to and from school routes in non-emergency situations.
20. Inspection(s) by District: The condition of each school bus and the safety/emergency equipment on the bus shall be subject to inspection at all times by Transportation Department personnel. Buses will be subject to the inspection criteria as is contained in the Minnesota State School Bus Inspection Manual and all additional equipment and requirements contained in these specifications.
21. Alternative Fuels: No school bus operated on route, field trip or activity trip service under this contract may be fueled by compressed natural gas (CNG). The School District IS interested in Contract Vendors using Propane to reduce emissions and costs for operating buses.
22. Idling buses: Contract Vendor will be cognizant of concerns with fuel emissions and instruct their drivers to limit idling time at school when appropriate or recommended by the Transportation Department. In addition, buses will not be

parked near fresh air intakes at school locations whenever possible. (See Appendix XIII - Policy for School Bus Idling for further information.)

23. Repair of Critical Safety Systems: All repairs to the brake, steering, or other critical safety systems on school buses operating under this contract shall be made with parts made by, or approved by, the manufacturer of the chassis or the original equipment manufacturer of the chassis component.
24. Preventative Maintenance Program: Each Contract Vendor shall conduct a preventative maintenance program covering all vehicles operated under this contract. This program shall operate throughout the year and shall be structured to maintain equipment in safe and reliable operating condition with major emphasis on preventing failures on the road.

As part of the program, each Contract Vendor shall systematically inspect and maintain all vehicles operating under this contract to ensure that they are in safe and proper operating condition. All Contract Vendors shall follow or exceed the manufacturer's recommended maintenance schedules for all maintenance areas including, but not limited to, oil changes, lubrication, coolant additives, belt and hose replacement, component replacement, etc.

25. Pre-Service and In-Service Training for Mechanics and Maintenance Personnel: The Contract Vendor shall ensure that all mechanics and other maintenance personnel are properly trained and qualified to maintain the equipment utilized under this contract. The Contract Vendor shall also ensure that all mechanics and maintenance personnel have timely knowledge of changes in laws, regulations, equipment specifications and repair procedures necessary to safely maintain transportation equipment.
26. Vehicle Service Records: Each Contract Vendor shall maintain records of each vehicle serviced for mechanical failure, normal preventative maintenance, or manufacturer's recall or advisory. The maintenance records of all vehicles operating under this contract shall be retained for a minimum of three (3) years following the end of the term of this contract and shall be subject to inspection by District transportation safety staff at any time upon request.
27. Inspection of Maintenance Records: The contract shall make the vehicle service records required under item 26 above in these Specifications available to District transportation administrative and safety staff at any time and shall supply copies of specific records upon request.
28. Any bus purchase grant awards (like the Volkswagen grant) will offset an equal dollar amount of the total overall contracted amount for the school district. If grants are awarded through a Minnesota agency, the buses must be used to serve Minnesota students, until the contract has expired.
29. The bus companies must provide a parent app and district dashboard that tracks buses in live time as specified by the school district. This includes dashboards for district staff to monitor on time performance, facilitate communication with families and on time performance notifications through an app for parents. The system must be compatible with Transfinder and must be approved by the school district. We currently use the Firstview app. Any change from this system must be approved by the school district. The app must be compatible and consistent throughout the entire yellow bus fleet (and various bus companies).

57. REPORTING REQUIREMENTS

The Contract Vendor agrees to provide (if requested) the following reports to the District:

1. Upon Submitting Quotation:
 - a. Equipment List: List of all vehicles by bus number, bus type, registration number, age, chassis, body, engine type in addition, size, capacity, mileage, two-way radio type and wheelchair lift if so equipped.
 - b. Drivers' List: Includes all route and substitute drivers, listed by name, address and driver's license number.
 - c. Staff List: Indicate the names, years of experience and positions of all support, safety and management staff.
 - d. Physical Description of Facilities: Address, number of buildings, shop facilities, total square footage of shop, storage, dispatch and drivers' areas. Description of bus washing procedures/facilities. If the property has not been secured, the Vendor must show evidence of acquisition/lease agreements for the facilities that meet the terms and conditions of these specifications prior to award of the contract.

2. Upon Award of Contract:

- a. Motor Vehicle Records (MVR): At least two times during each school year the school district will conduct a random audit of selected drivers currently employed to drive any school-related trips for the District. The Vendor will obtain the MVRs from the MN Department of Public Safety at least two times a year (October 31st and January 31st). Vendor further agrees to provide to the District a written statement of their company criteria for accepting rejecting an applicant or driver based on the individual's MVR.
- b. Vehicle Inspection Reports: After the MN Department of Public Safety school bus annual inspection, or after any random inspections, which may occur, the Vendor agrees obtain a copy of inspection results from DPS and forward it to the district (electronically or on paper) within 10 days of inspection.
- c. Accident Reports: The Vendor will immediately e-mail and may call both the school involved and the Transportation Department to report any and all accidents that occur in the District. This same stipulation regarding notification will apply if a school bus is involved in an accident outside the District on field trips or activity trips. The Vendor agrees to submit a written report within 48 hours of the accident and supply any police reports to the District as well. It is further provided that the accident reports herein are subject to all applicable data privacy statutes.
- d. Monthly Load Analysis: The Vendor will submit monthly load counts on each school bus trip – a.m., midday, p.m., and activity. The report format will include the bus number, school served, capacity of the bus and actual ridership. Load counts can also be entered within the routing software.
- e. Late Buses/Vehicle Breakdowns: The Vendor agrees to report all late bus situations or vehicle breakdowns, at the time of the occurrence, to both the school involved and to the Transportation Department via e-mail in a timely fashion (Within the same route time AM, Noon or PM). Reports must be made first to the school, so they can respond to request for information about a late bus.
- f. Fuel Reports: Vendor agrees to maintain records documenting the quantity and cost of all fuels purchased under this contract and submit this documentation with all payments or invoice associated with the fuel clause in this contract.
- g. Discipline Reports: Vendor agrees to work with the Transportation Department and the individual schools in the completion of student discipline forms that are fundamental to the School Bus Discipline Policy of the District. Vendor will provide a form for drivers to complete with incident information. The driver will complete the form at the end of the route, turn the form in to the safety office, and the safety staff will input the information into the Bus Conduct computerized discipline system. Vendor will strive to input the data and forward the information to the school prior to the next school day so that appropriate and timely discipline for infractions may occur.
- h. Stop Arm Violations: Vendor will keep track of all stop arm violations on a computer database and turn in this information to the District whenever it is requested or necessary. While not required, it is desired that buses have a stop-arm camera.
- i. Drug and Alcohol Testing Program: Vendor will provide documentation on pre-employment, reasonable suspicions, post-accident and random testing procedures and practices for alcohol and controlled substances of all school bus drivers in their employ.
- j. Insurance Certificates: Vendor will provide proof of insurance that meets the criteria of Section R of these Specifications by August 1st preceding each school year of this contract.
- k. Route time changes: Vendor to notify school about route time changes of more than 5 minutes on regular ed. bus routes.
- l. Vendor to deliver a copy of their company driver's manual to the District prior to the beginning of each school year.
- m. Miscellaneous: Vendor agrees to cooperate with the Transportation Department in formulating, maintaining, and submitting any and all reports the Transportation Department deems necessary for the purpose of safely and efficiently transporting students.

58. AM/PM BUS QUOTATION SCHEDULE

Rates indicated on the quotation sheet for this section will be for the school year(s) specified. Any extensions of this contract will be based on the quotations provided, negotiations or a quote process. The contracted prices for AM/PM daily rates can be found in the specifications located in Appendix A.

59. OVERTIME PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. The contracted pricing for Overtime Payments can be located in specifications located in Appendix A.

60. OVER-MILEAGE PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A. shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. Over-mileage will be paid only on routes that travel outside the District on assignments to schools or programs in other districts. Only vehicles that travel over 2000 miles per month (month calculated for the purpose of this section as 19 days) will be paid over-mileage based on the quote in this section. The Over-Mileage Payments can be found in these specifications located in Appendix A.

61. EARLY CHILDHOOD/SPECIAL ED.

If applicable, Early Childhood/Special Education routes should be quoted in Attachment A. The Transportation Department reserves the right to add other trips to Early Childhood/Special Education routes. The rates for Early Childhood/Special Education can be found in these specifications located in Appendix A.

62. EXTRA-CURRICULAR TRIPS

Between the hours of 2:30 p.m. and 4:00 p.m., Monday through Friday, Vendor agrees to provide extra-curricular buses and drivers to the District in the amount of seven (7%) percent of the total to/from school routes quoted in this contract. Example: A quotation of 125 route buses is a guarantee of 9 (nine) extra-curricular buses per day. Mileage rates will apply to all extra-curricular trips (trips arranged to take athletic, music and other school groups) to include inter-district travel. Vendor will submit mileage rates for local trips within 50 miles round trip and out of town trips that exceed 50 miles round trip. Vendor will also submit rates for buses with trailers for both in and out of district trips. The rates for Local Trips and Out of Town Trips can be found in these specifications located in Appendix A.

63. ACTIVITY ROUTES

Activity routes generally run Monday through Thursday, with some variations depending on the school calendar. The early activity routes leave the middle schools at approximately 4:15 p.m., while the later routes begin at approximately 5:15 p.m. Service requires a Type C or D 77-pass. School bus. The rates for Activity Routes can be found in these specifications located in Appendix A.

64. MID-DAY ROUTES

Mid-day routes may include trips for kindergarten, shared time, vocational programs, job sites or EC/SE. These routes will generally occur between 10:00 a.m. and 2:00 p.m. The rates for Section Mid-Day Routes can be found in these specifications located in Appendix A.

65. SUMMER SCHOOL ROUTES

The District provides transportation for targeted services programs, special education summer programs, EC/SE programs, learning year programs, and Summer Academy. Typically, the Transportation Department contracts for approximately 160 total buses during the summer for these programs. The rates for Section Summer School Routes can be found in these specifications located in Appendix A.

66. WORK EXPERIENCE ROUTES

The Transportation Department will contract for Type III vans and Type B school buses for the purpose of transporting work experiences students and disabled work experiences students from school or home to their respective job sites. Approximately 10 buses or vans are used in this section.

There are also 4 (four) Type III vans that are leased (during the regular school year) from the bus Vendor and used by the Pathways, Bridges and River Trail Learning Center special-ed programs. The drivers for these vans are provided by the programs themselves.

67. FUEL CLAUSE

Gas, Diesel and Propane

Each fuel will be calculated independently of the other – for the purposes of setting the peg for the last 4 years of the contract.

Gasoline – If the average price of diesel fuel exceeds the base rate, established at \$2.20 for July 1, 2021-June 30, 2022, Anoka-Hennepin Independent School District # 11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2022, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

Diesel Fuel – If the average price of diesel fuel exceeds the base rate, established at \$2.20 for July 1, 2021-June 30, 2022, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2022, the fuel base rate shall be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

Propane – If the average price of diesel fuel exceeds the base rate, established at \$1.39 for July 1, 2021-June 30, 2022, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.


After July 1, 2022, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

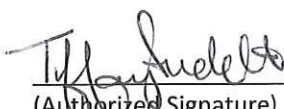
The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

ACCEPTANCE

The undersigned hereby acknowledges that they have read and understand the contract documents and hereby agrees for the School Transportation Services. Contract Vendor further acknowledges that these documents constitute a contract between NorthStar Bus Lines, LLC. and District.


 (Authorized Signature)
 Matthew Regan
 (Print or Type Name of Signatory)
 CEO
 (Title)
 Northstar Bus Lines, LLC
 (Organization)
 11/12/2021
 (Date)


 (Authorized Signature)
 Tiffany Audette, CPPB
 (Print or Type Name of Signatory)
 Manager of Purchasing
 (Title)
 Anoka-Hennepin ISD #11
 (Organization)
 11/12/2021
 (Date)

NorthStar Bus Lines, LLC. Support Staff

Title	Name	mail	Phone
Terminal Manager:	Chelaine Crego	Chelaine@northstarbuslines.com	(763) 528.3843
President:	Mathew Regan	Matt@northstarbuslines.com	(612) 987.8211
Opening Route Supervisor:	Tyler DuBois	Tyler@northstarbuslines.com	(952) 693.8823
Opening Route Supervisor:	Tim Koch	Tim@northstarbuslines.com	(763) 360.5123
Closing Route Supervisor:	Kurt Schulte	Kurt@northstarbuslines.com	(763) 218.7772
Closing Route Supervisor:	Jeene Sanchez	Jeene@northstarbuslines.com	(612) 388.5447
Charter Supervisor	Trish Elert	Trish@northstarbuslines.com	(612) 503.7432
Safety & Training	Sue Flaherty	Sue@northstarbuslines.com	(612) 518.9016

Anoka-Hennepin ISD #11 Contacts

Title	Name	Email	Phone
Contract:	Lois Irber	Lois.Irber@ahschools.us	(763) 506.1303
Manager of Purchasing:	Tiffany Audette	Tiffany.Audette@ahschools.us	(763) 506.1306
Purchasing Supervisor:	Brian Marquis	Brian.marquis@ahschools.us	(763) 506.1302
Accounts Payable Manager:	Jennifer Moberg	Jennifer.Moberg@ahschools.us	(763) 506.1042
Director of Transportation:	Keith Paulson	Keith.Paulson@ahschools.us	(763) 506.1132
Student Safety Supervisor:	Jeff Mueller	Jeff.Mueller@ahschools.us	(763) 506.1131
Regular Route Coordinator:	Sue Weidell	Sue.Weidell@ahschools.us	(763) 506.1128
Regular Route Coordinator:	Jill Williams	Jill.Williams@ahschools.us	(763) 506.1139
Special Route Coordinator:	Karla Bell	Karla.Bell@ahschools.us	(763) 506.1127

APPENDIX A - ALTERNATE ROUTES**AM/PM DAILY RATE QUOTATION SHEET – Four Years (2021-22, 2022-23, 2023-24 and 2024-25)**

Rates in this section will be for the **2021-22, 2022-23, 2023-24 and 2024-25** school years.

FIVE-HOUR DAILY RATE (includes 5 hours of “live” service)

<u>BUS SIZE</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
18 Pass.	\$ <u>359.44</u>	\$ <u>370.22</u>	\$ <u>381.33</u>	\$ <u>392.77</u>
22 Pass.	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
24 Pass.	\$ <u>359.44</u>	\$ <u>370.22</u>	\$ <u>381.33</u>	\$ <u>392.77</u>
30-34 36 Pass.	\$ <u>359.44</u>	\$ <u>370.22</u>	\$ <u>381.33</u>	\$ <u>392.77</u>
65 & 71 66 Pass.	\$ <u>391.14</u>	\$ <u>402.87</u>	\$ <u>414.96</u>	\$ <u>427.41</u>
77 Pass.	\$ <u>391.14</u>	\$ <u>402.87</u>	\$ <u>414.96</u>	\$ <u>427.41</u>
Lift “B”	\$ <u>391.14</u>	\$ <u>402.87</u>	\$ <u>414.96</u>	\$ <u>427.41</u>
Lift “C”	\$ <u>391.14</u>	\$ <u>402.87</u>	\$ <u>414.96</u>	\$ <u>427.41</u>
Lift “A”	\$ <u>391.14</u>	\$ <u>402.87</u>	\$ <u>414.96</u>	\$ <u>427.41</u>

Half-day route percentage % 75

APPENDIX A - ALTERNATE ROUTES (continued)**OVERTIME PAYMENT QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)**

It is the intention of the Transportation Department that the rates quoted in SECTION W shall compensate the Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. If the route exceeds the 5-hour "live" time category, the overtime rate quoted in this section will apply.

2021-22 \$ 57.08, 2022-23 \$ 58.79, 2023-24 \$ 60.56, 2024-25 \$ 62.37

OVER-MILEAGE PAYMENT QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

It is the intention of the Transportation Department that the rates quoted in SECTION W shall compensate the Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. Over-mileage will be paid only on routes that travel outside the District on assignments to schools or programs in other districts. Only vehicles that travel over 2,000 miles per month (month calculated for the purpose of this section as 19 days) will be paid over-mileage based on the quotation in this section.

<u>BUS SIZE</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
18 Pass.	\$ <u>1.73</u>	\$ <u>1.78</u>	\$ <u>1.85</u>	\$ <u>1.90</u>
22 Pass.	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
24 Pass.	\$ <u>1.75</u>	\$ <u>1.80</u>	\$ <u>1.87</u>	\$ <u>1.91</u>
30/34				
36 Pass.	\$ <u>2.05</u>	\$ <u>2.10</u>	\$ <u>2.15</u>	\$ <u>2.20</u>
65/71				
66 Pass.	\$ <u>2.95</u>	\$ <u>3.02</u>	\$ <u>3.11</u>	\$ <u>3.21</u>
77 Pass.	\$ <u>2.95</u>	\$ <u>3.02</u>	\$ <u>3.11</u>	\$ <u>3.21</u>
Lift "B"	\$ <u>2.05</u>	\$ <u>2.10</u>	\$ <u>2.15</u>	\$ <u>2.20</u>
Lift "C"	\$ <u>2.95</u>	\$ <u>3.02</u>	\$ <u>3.11</u>	\$ <u>3.21</u>
Lift "A"	\$ <u>2.05</u>	\$ <u>2.10</u>	\$ <u>2.15</u>	\$ <u>2.20</u>

APPENDIX A - ALTERNATE ROUTES (continued)**EXTRA-CURRICULAR TRIPS QUOTATION SHEET – Four Years (2021-22, 2022-23, 2023-24 and 2024-25)**

Between the hours of 2:30 p.m. to 4:00 p.m., Monday through Friday, Vendor agrees to provide extra-curricular buses and drivers to the District in the amount of seven (7%) percent of the total to/from school routes quoted in this contract. Example: A quotation of 125 route buses is a guarantee of nine extra-curricular buses per day.

Mileage rates will apply to all extra-curricular trips (arranged to take athletic, music and other school groups) which includes inter-district travel. Vendor will submit mileage rates for local trips within 50 miles round-trip and out-of-town trips that exceed 50 miles round-trip.

LOCAL TRIPS (50 miles or less)

<u>BUS SIZE</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
18 Pass.	\$ 2.05	\$ 2.10	\$ 2.15	\$ 2.20
22 Pass.	\$ N/A	\$ N/A	\$ N/A	\$ N/A
24 Pass.	\$ 2.15	\$ 2.20	\$ 2.25	\$ 2.35
30/34 36 Pass.	\$ 2.50	\$ 2.60	\$ 2.65	\$ 2.75
65/71 66 Pass.	\$ 3.45	\$ 3.55	\$ 3.65	\$ 3.75
77 Pass.	\$ 3.45	\$ 3.55	\$ 3.65	\$ 3.75
Lift "B"	\$ 2.50	\$ 2.60	\$ 2.65	\$ 2.75
Lift "C"	\$ 3.45	\$ 3.55	\$ 3.65	\$ 3.75
Lift "A"	\$ 2.50	\$ 2.60	\$ 2.65	\$ 2.75

Trailer cost per trip **2021-22** \$ 75.00, **2022-23** \$ 75.00, **2023-24** \$ 75.00, **2024-25** \$ 75.00,

APPENDIX A - ALTERNATE ROUTES (continued)**OUT OF TOWN TRIPS (over 50 miles)**

<u>BUS SIZE</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
18 Pass.	\$ <u>1.95</u>	\$ <u>2.00</u>	\$ <u>2.05</u>	\$ <u>2.10</u>
22 Pass.	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
24 Pass.	\$ <u>2.05</u>	\$ <u>2.10</u>	\$ <u>2.20</u>	\$ <u>2.30</u>
30/34 36 Pass.	\$ <u>2.45</u>	\$ <u>2.50</u>	\$ <u>2.55</u>	\$ <u>2.65</u>
65/71 66 Pass.	\$ <u>3.40</u>	\$ <u>3.50</u>	\$ <u>3.60</u>	\$ <u>3.70</u>
77 Pass.	\$ <u>3.40</u>	\$ <u>3.50</u>	\$ <u>3.60</u>	\$ <u>3.70</u>
Lift "B"	\$ <u>2.45</u>	\$ <u>2.50</u>	\$ <u>2.55</u>	\$ <u>2.65</u>
Lift "C"	\$ <u>3.40</u>	\$ <u>3.50</u>	\$ <u>3.60</u>	\$ <u>3.70</u>
Lift "A"	\$ <u>2.45</u>	\$ <u>2.50</u>	\$ <u>2.55</u>	\$ <u>2.65</u>

Trailer cost per trip **2021-22** \$ 75.00 , **2022-23** \$ 75.00 , **2023-24** \$ 75.00 , **2024-25** \$ 75.00 ,

MINIMUM CHARGE: **2021-22** \$ 160.00 , **2022-23** \$ 164.00 , **2023-24** \$ 168.00 , **2024-25** \$ 172.00 ,
(includes 2 hours of driving time)

CANCELLATION CHARGE: **2021-22** \$ 100.00 , **2022-23** \$ 100.00 , **2023-24** \$ 100.00 , **2024-25** \$ 100.00 ,
(failure to cancel order within 2 hours for a local trip or failure to call within 24 hours to cancel an out of town trip)

EXCESS DRIVER TIME **2021-22** \$ 75.00 , **2022-23** \$ 80.00 , **2023-24** \$ 85.00 , **2024-25** \$ 85.00 , hour
(driver time in excess of 2 hours to be included in cost at this hourly rate)

OVERNIGHT TRIPS

Labor Cost for overnight trips: **2021-22** \$ 26.65 , **2022-23** \$ 27.20 , **2023-24** \$ 28.00 , **2024-25** \$ 28.85 ,

Max per day: **2021-22** \$ 213.20 , **2022-23** \$ 217.45 , **2023-24** \$ 224.00 , **2024-25** \$ 230.70 ,

Overnight driver expenses: **2021-22** \$ 213.20 , **2022-23** \$ 217.45 , **2023-24** \$ 224.00 , **2024-25** \$ 230.70 ,
(per 24 hour stay) ** School/Program is responsible for Drivers Hotel Stay**

APPENDIX A - ALTERNATE ROUTES (continued)

ACTIVITY ROUTES QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

Activity routes generally run Monday through Thursday, with some variations depending on the school calendar. The early activity routes leave the middle schools at approximately 4:15 p.m. while the later routes begin at approximately 5:15 p.m. Service requires a Type C or D, 77 pass. School bus.

2021-22 \$ 98.50 , **2022-23** \$ 101.50 , **2023-24** \$ 104.50 , **2024-25** \$ 107.50 , (rated based on 2 hours of total time and 30 miles)

Trips that exceed 2 hours driver time will be paid at a rate:

2021-22 \$ 40.00 , **2022-23** \$ 41.00 , **2023-24** \$ 42.00 , **2024-25** \$ 43.00 , hour.

For trips that exceed 30 miles, mileage will be paid at a rate of:

2021-22 \$ 3.30 , **2022-23** \$ 3.40 , **2023-24** \$ 3.50 , **2024-25** \$ 3.60 , mile.

APPENDIX A - ALTERNATE ROUTES (continued)

MID-DAY ROUTES QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

Mid-day routes may include trips for kindergarten, shared time trips, vocational trips, job sites, or EC/SE. These routes will generally occur between 10:00 a.m. and 2:00 p.m.

Type B 18-24 pass.

2021-22 \$ 91.93, 2022-23 \$ 94.70, 2023-24 \$ 97.50, 2024-25 \$ 100.50, day (rated based on 2 hours of live time and 30 miles)

Trips that exceed 2 hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 30 miles will be paid at a rate of:

2021-22 \$ 2.77, 2022-23 \$ 2.85, 2023-24 \$ 2.95, 2024-25 \$ 3.00, mile.

Type B Lift 18-24 pass. Chassis

2021-22 \$ 91.93, 2022-23 \$ 94.70, 2023-24 \$ 97.50, 2024-25 \$ 100.50, day (rated based on 2 hours of live time and 30 miles)

Trips that exceed 2 hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 30 miles will be paid at a rate of:

2021-22 \$ 2.77, 2022-23 \$ 2.85, 2023-24 \$ 2.95, 2024-25 \$ 3.00, mile.

Type C or D 66-77pass.

2021-22 \$ 93.27, 2022-23 \$ 96.00, 2023-24 \$ 99.00, 2024-25 \$ 102.00, (rated based on 2 hours of live time and 30 miles).

Trips that exceed 2 hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 30 miles will be paid at a rate of:

2021-22 \$ 3.84, 2022-23 \$ 3.95, 2023-24 \$ 4.10, 2024-25 \$ 4.20, mile.

Type C or D Lift 66-77 pass. Chassis

2021-22 \$ 93.27, 2022-23 \$ 96.00, 2023-24 \$ 99.00, 2024-25 \$ 102.00, (rated based on 2 hours of live time and 30 miles).

Trips that exceed 2 hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 30 miles will be paid at a rate of:

2021-22 \$ 3.84, 2022-23 \$ 3.95, 2023-24 \$ 4.10, 2024-25 \$ 4.20, mile.

APPENDIX A - ALTERNATE ROUTES (continued)

SUMMER SCHOOL ROUTES QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

The District provides transportation for targeted services programs, special education summer programs (including Transition Plus/Bridges summer work programs*), EC/SE programs, learning year programs and Summer Academy. Typically, the Transportation Department contracts for approximately 160 total buses during the summer for these programs. The following mileage rates will apply to summer school routes:

Type B 18-24 pass.

2021-22 \$ 134.65, 2022-23 \$ 139.00, 2023-24 \$ 142.85, 2024-25 \$ 147.00, day (rate based on 2 ½ hours live time and 45 miles)

Trips that exceed 2 ½ hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 45 miles will be paid at a rate of:

2021-22 \$ 2.77, 2022-23 \$ 2.90, 2023-24 \$ 3.00, 2024-25 \$ 3.10, mile.

Type B Lift 18-24 pass. Chassis

2021-22 \$ 134.65, 2022-23 \$ 139.00, 2023-24 \$ 142.85, 2024-25 \$ 147.00, day (rated based on 2 ½ hours of live time and 45 miles)

Trips that exceed 2 ½ hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 45 miles will be paid at a rate:

2021-22 \$ 2.77, 2022-23 \$ 2.90, 2023-24 \$ 3.00, 2024-25 \$ 3.10, mile.

Type C or D 77 pass.

2021-22 \$ 146.53, 2022-23 \$ 151.00, 2023-24 \$ 156.00, 2024-25 \$ 160.00, day (rated based on 2 ½ hours of live time and 45 miles).

Trips that exceed 2 ½ hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 45 miles will be paid at a rate of:

2021-22 \$ 3.84, 2022-23 \$ 3.95, 2023-24 \$ 4.10, 2024-25 \$ 4.20, mile.

Type C or D Lift 66-77 pass. Chassis

2021-22 \$ 146.53, 2022-23 \$ 151.00, 2023-24 \$ 156.00, 2024-25 \$ 160.00, day (rated based on 2 ½ hours of live time and 45 miles).

Trips that exceed 2 ½ hours live time will be paid at a rate of:

2021-22 \$ 39.67, 2022-23 \$ 40.85, 2023-24 \$ 42.00, 2024-25 \$ 43.50, hour.

Trips that exceed 45 miles will be paid at a rate of:

2021-22 \$ 3.84, 2022-23 \$ 3.95, 2023-24 \$ 4.10, 2024-25 \$ 4.20, mile.

APPENDIX A - ALTERNATE ROUTES (continued)

WORK EXPERIENCE ROUTES QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

The Transportation Department will contract for Type III vans and Type B school buses for the purpose of transporting work experiences students and disabled work experiences students from school or home to their respective job sites. During the regular school year, each high school will have a vehicle for the WECEP Program and another vehicle for the special needs program. The Transition Plus program in Anoka will have two vehicles, the Bridges program in Andover will have two vehicles, and the Bell Center in Coon Rapids will have one.

The summer work experience programs for Transition Plus and Bridges students typically start the week after school dismisses in June and run all summer until the end of August. The number of buses or vans needed for these programs will vary, depending on the students enrolled and the sites at which they are working. Projected total is 10 buses or vans during the regular school year, and 6 to 8 during the 12-week summer program. Under this contract, the only vans or buses used for 9 ½ hours of service will be the vehicles used for the special needs work programs. Programs will have bus service between the hours of 11:00 am and 2:00 p.m., and this bus service may be incorporated into other mid-day routes.

Projected use for leased Type III vans during the regular school year is four returning to the bus yard at the end of the school day.

The following daily rates will apply to the work experience routes, to include 9 ½ hours of service and up to 150 miles per day.

Type III Vans:

2021-22 \$ 330.00, 2022-23 \$ 340.00, 2023-24 \$ 355.00, 2024-25 \$ 375.00, (rate based on 9 ½ hours to total time and 150 miles)

Trips that exceed 9 ½ hours driver time will be paid at a rate of:

2021-22 \$ 30.00, 2022-23 \$ 32.00, 2023-24 \$ 35.00, 2024-25 \$ 38.00, hour.

Trips that exceed 150 miles will be paid at a rate of:

2021-22 \$ 1.86, 2022-23 \$ 1.95, 2023-24 \$ 2.00, 2024-25 \$ 2.05, mile.

Type B 18-24 pass. chassis:

2021-22 \$ 499.56, 2022-23 \$ 514.55, 2023-24 \$ 529.95, 2024-25 \$ 545.85, day (rate based on 9 ½ hours to total time and 150 miles)

Trips that exceed 9 1/2 hours driver time will be paid at a rate of:

2021-22 \$ 43.44, 2022-23 \$ 44.75, 2023-24 \$ 46.10, 2024-25 \$ 47.50, hour.

Trips that exceed 150 miles will be paid at a rate of:

2021-22 \$ 2.24, 2022-23 \$ 2.30, 2023-24 \$ 2.40, 2024-25 \$ 2.45, hour.

Type B Lift 18-24 pass:

2021-22 \$ 499.56, 2022-23 \$ 514.55, 2023-24 \$ 529.95, 2024-25 \$ 545.85, day (rated based on 9 ½ hours to total time and 150 miles)

Trips that exceed 9 1/2 hours driver time will be paid at a rate of:

2021-22 \$ 43.44, 2022-23 \$ 44.75, 2023-24 \$ 46.10, 2024-25 \$ 47.50, hour.

Trips that exceed 150 miles will be paid at a rate of:

2021-22 \$ 2.24, 2022-23 \$ 2.30, 2023-24 \$ 2.40, 2024-25 \$ 2.45, mile.

APPENDIX A - ALTERNATE ROUTES (continued)

WORK EXPERIENCE ROUTES QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

Type III 7-passenger vans (leased):

2021-22 \$ 81.91 , 2022-23 \$ 84.35 , 2023-24 \$ 86.90 , 2024-25 \$ 89.50 , day plus

2021-22 \$ 0.20 , 2022-23 \$ 0.25 , 2023-24 \$ 0.25 , 2024-25 \$ 0.25 , per mile

Type III 10-passenger vans (leased):

2021-22 \$ 82.50 , 2022-23 \$ 85.00 , 2023-24 \$ 87.00 , 2024-25 \$ 90.00 , day plus

2021-22 \$ 0.20 , 2022-23 \$ 0.25 , 2023-24 \$ 0.25 , 2024-25 \$ 0.25 , per mile

BUS PARA QUOTATION SHEET - Four Years (2021-22, 2022-23, 2023-24 and 2024-25)

Bus Para 2.5 hours per shift

2021-22 \$ 90.00 , 2022-23 \$ 92.50 , 2023-24 \$ 95.00 , 2024-25 \$ 95.00 , per shift

Bus Para 5 hours a day

2021-22 \$ 180.00 , 2022-23 \$ 185.00 , 2023-24 \$ 190.00 , 2024-25 \$ 190.00 , per day



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross Nesbit Agencies, Inc. 5900 Rowland Road Minnetonka MN 55343		CONTACT NAME: Laura Sutherland PHONE (A/C, No, Ext): (952) 941-9418 FAX (A/C, No): (952) 941-9615 E-MAIL ADDRESS: lsutherland@nesbitagencies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pioneer Specialty Ins Co	
		INSURER B: General Star	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Northstar Bus Lines LLC American Student Transportation of Mounds View Inc 11800 95th Ave N Maple Grove MN 55369		NAIC # 40312	

COVERAGES

CERTIFICATE NUMBER: CL2192281170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CPP 1228322	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	CPP 1225394	01/13/2021	01/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB 1038651	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	Excess Liability			IXG670250A	09/14/2021	09/14/2022	E.L. DISEASE - POLICY LIMIT \$
							Per Occurrence 5,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract# AHC612.0

It is understood and agreed Anoka-Hennepin School District is included as additional insured as respects General Liability and Automobile Liability when required by written contract or agreement. A waiver of subrogation applies to the General Liability and Automobile Liability policy when required by a written contract. Should any of the above described policies be cancelled or materially changed before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Anoka-Hennepin School District 2727 N Ferry St. Anoka MN 55303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.
However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

**SECTION IV – BUSINESS AUTO CONDITIONS
AMENDMENTS**

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
∞ Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
∞ Elevators	3
∞ Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
∞ Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
∞ Bail Bonds Up To \$5,000	4
∞ Loss of Earnings Up To \$500/Day	4
Who Is An Insured Amendments	
∞ Employee Bodily Injury To A Co-Employee	4
∞ Newly Formed Or Acquired Organizations For Up To 180 Days	4
∞ Blanket Additional Insured – Vendors – As Required By Contract	4
∞ Blanket Additional Insured – Lessor Of Leased Equipment	6
∞ Blanket Additional Insured – Managers Or Lessors Of Premises	6
∞ Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
∞ Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
∞ Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
∞ Unintentional Failure To Disclose Hazards	9
∞ Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
∞ Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2. Exclusions, Paragraph g. is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

B. Damage To Property Coverage Extensions

Item 2. Exclusions, Paragraph j. is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement; restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

- b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

- a. \$10,000; or
- b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1)**

(a) (ii) is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item 8. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;



**Anoka-Hennepin ISD #11
2727 North Ferry Street
Anoka MN 55303**

**Contract AHC567.0
Initial Contract**

The Anoka-Hennepin ISD #11 hereby awards a contract for School Transportation Services per RFQ 20001Q and negotiations, to Kottkes' Bus Service, Inc., 13625 Jay Street NW, Andover, MN. 55304.

CONTRACT TERMS

1. SCOPE

Anoka-Hennepin ISD #11 will have Kottkes' Bus Service, Inc. as one of the Contract Vendors to provide School transportation for approximately 33,000 students to and from school each day on approximately 320 Regular Education and Special Education routes.

Currently, the District has 46 public school sites and 10 non-public and charter school sites. The 46 public schools sites consist of five high schools, six middle schools, twenty-six elementary schools, five specialty programs at current sites, an EBD center, two post-secondary special ed. programs (18-22 yr. olds), and three alternative learning centers.

2. DEFINITIONS

The term:

- **District** refers to Anoka-Hennepin ISD #11 and any department or board of the School District.
- **Contract Vendor** refers to the company that has been awarded a contract as a result of Quotation 20001Q.
- **Contract** refers to this agreement, which has been prepared according to the terms and conditions of Request for Quotation #20001Q ("Quote") and any addenda issued prior to the execution of this agreement. These documents form the contract, and are as fully a part of the contract as if attached to this agreement.
- **RFQ** means Request for Quotation
- **Bus or "school bus"** means refer to a motor vehicle operated by a licensed school bus driver for the purpose of transporting students.

3. CONTRACT PERIOD

The contract will commence on July 1, 2020 and continue through June 30, 2025.

4. CONTRACT PRICING

Pricing will remain firm for the full contract period. During the contract term, the Contract Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Contract Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

Refer to Attachment A for contract pricing.

5. ESCALATION – Not Applicable

6. CONTRACT REVIEW – Not Applicable

7. CONTRACT RENEWAL - Not Applicable

8. CONTRACT ASSIGNMENT

The Contract Vendor will not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment will contain a clause that states what the right of assignee is and that any

monies due to the Contract Vendor will be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

9. CONTRACT VENDOR PERFORMANCE

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

Contract Vendor must need to be aware that the District has the option to reduce the contract for performance issues that may impact service to students

10. REIMBURSEMENT OF LIQUIDATED DAMAGES

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Contract Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

11. CONTRACT VENDOR FINANCIAL STABILITY

The District may request a copy of the Contract Vendor's financial records prior to contract award or during the contract period.

12. CONTRACT REPORTS – Not Applicable

13. PURCHASE ORDERS – Not Applicable

14. QUANTITIES – Not Applicable

15. COMPLIANCE WITH LAWS

All items and services provided must comply in quality, type of materials, and methods of manufacture with all applicable Local, State, and Federal laws pertaining thereof.

16. RETURNS – Not Applicable

17. WARRANTY – Not Applicable

18. DELIVERY – Not Applicable

19. CONTRACT VENDOR PERSONNEL

All Contract Vendor personnel performing work on District property must wear a clearly visible school district name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

20. TAXES

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The District falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Contract Vendor to reclaim such charges.

21. PAYMENT

The Contract Vendors shall agree to bill the District based on the Transportation Department's printed billing schedule for services rendered within that month, in compliance with state law. If such billings are proper, the District shall make payments on the 15th and 30th of each month, commencing with September 15, 2020. The District shall make 18 payments each school year (not including special education summer program, additional overtime, field trips, athletics trips, and/or learning year billings).

22. INSURANCE AND BONDS

A. Insurance Requirements

The Contract Vendor shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the transportation services are provided insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of transportation services under this Contract or by anyone directly or indirectly employed by the Contract Vendor, or by anyone for whose acts the Contract Vendor may be liable.

1. Claims under workers compensation, disability benefit and other similar employee benefit acts, which are applicable to the services to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contract Vendor's employees
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contract Vendor's employees
4. Claims for damages insured by usual personal injury and advertising injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contract Vendor, or (2) by another person
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle
7. Claims involving contractual liability insurance applicable to the Contract Vendor's obligations under Section 2, below

The insurance required by this section shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation
 - a. State: Statutory
 - b. Employer's Liability:
 - \$ 1,000,000 Each accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease, Each Employee;
2. Commercial General Liability Occurrence Form
 - a. Bodily and Property Damage (Combined Single Limit):
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$1,000,000 Products/Completed Operations
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of two years after the final term of the Contract and the Contract Vendor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period.
 - c. Coverage shall be written using ISO CG0001 or its equivalent.
3. Automobile Liability (owned, non-owned, hired):
 - Bodily and Property Damage (Combined Single Limit):
 - \$5,000,000 Each Occurrence
 - Personal Injury Protection (no fault) as required by statute.
4. Umbrella Liability or Umbrella Excess:
 - \$5,000,000 Over Primary Insurance for both auto and general liability.

Prior to commencing transportation services under this contract, the Contract Vendor shall furnish to the District a certificate of insurance, in a form acceptable to the District, for each of the above coverage's which shall specifically set forth evidence of the required coverage and provide that the

coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the District. Such certifications and/or cancellation notices shall be provided to Anoka-Hennepin Schools, c/o Keith Paulson, Director of Transportation, 2727 N. Ferry Street, Anoka, MN 55303. The Contract Vendor shall also furnish to the District copies of endorsements that are subsequently issued amending coverage or limits.

Anoka Hennepin Independent School District #11 shall be listed as Additional Insured with respect to all policies excluding workers' compensation as per contract or agreement. Contract Vendor shall ensure that endorsements are promptly issued and provided to the District reflecting such additional insured coverage.

Contract Vendor shall procure insurance coverage to the fullest extent of the indemnification requirement.

B. Waiver of Subrogation

The Contract Vendor waives all rights against the District, its officials, volunteers and employees for damages to the extent covered by insurance required by this Contract. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

23. ACCESS TO RECORDS AND AUDIT

The Contract's Vendor books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Contract Vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

24. DISTRICT SUPPORT

The Contract Vendor must provide a dedicated account representative and accounts receivable to assure continuity of service and support to the District. The Contract Vendor must notify the District immediately of any changes in support staff.

25. PERMISSION TO PROCEED – Not Applicable

26. INDEPENDENT CONTRACTORS

The Contract Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

27. RESPONSIBLE CONTRACTOR – Not Applicable

28. PREVAILING WAGE – Not Applicable

29. OSHA

All Contract Vendors must comply with OSHA regulations where applicable to this contract in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

30. SAFETY

The Contract Vendor will comply with all state and federal laws as they relate to employee safety.

31. DISTRICT POLICY AND PROCEDURES

The Contract Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

32. SECURITY COMPLIANCE ON DISTRICT PROPERTY

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

33. HOLD HARMLESS

The Contract Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Contract Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Contract Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

34. FORCE MAJEURA

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party give notice as soon as possible to the other party regarding the inability to perform.

35. DUTIES TO MITIGATE

The contract between the District and the successful Contract Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this Proposal to enforce any of its terms (including all component parts of the proposal documents), and the District prevails in such suit, the Contract Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

36. DISCRIMINATION

During the performance of this contract, the Contract Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The Contract Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Contract Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

This contract may be canceled or terminated by the School Board and all money due, or to become due under the contract may be forfeited for any subsequent violation of the terms or conditions of this contract.

37. INFRINGEMENT ON ADJOINING PROPERTY – Not Applicable

38. TEMPORARY FACILITIES – Not Applicable

39. UTILITY CLEARANCES – Not Applicable

40. USE OF THE DISTRICT PROPERTY – Not Applicable

41. CLEANUP– Not Applicable

42. SPECIAL CONTROLS – Not Applicable

43. PUBLICITY AND ADVERTISING

Contract Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the District's Department of Public Relations.

44. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any employee or official of the District, elected or appointed, who take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

45. DAMAGE TO DISTRICT PROPERTY

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

46. MATERIAL AND QUALITY OF WORK – Not Applicable

47. QUOTATION SECURITY/PERFORMANCE BOND

A. *Quotation Security:* Each vendor must deposit with his/her sealed quotation, a certified or cashier's check in the amount of \$5,000 (five thousand dollars), or a bond in the amount of \$5,000 (five thousand dollars). This amount shall be forfeited to the Anoka-Hennepin Independent School District #11 and be treated as liquidated damages if the Contract Vendor to whom a contract is awarded fails to execute the contract.

B. *Performance Bond:* Successful Contract Vendor(s) must furnish a performance bond satisfactory to the District in the amount of 100% (one hundred percent) of the first year of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with this contract, in accordance with the terms of MN Statutes Section 574.26, annotated as amended. Performance bond may be required for the duration of the contract and extensions thereof.

*Cost of the performance bond should be included separately in the quotation on the appropriate line, and if later waived by the District, the cost would be deducted from the quotation price. At the District's option, the performance bond requirement may be waived after the quotation process is complete. If the District chooses to waive the bond, the NON-PERFORMANCE RESERVE DEDUCT SYSTEM will be enacted in place of the bond requirement. (See Section 48.)

48. NON-PERFORMANCE RESERVE DEDUCT SYSTEM

If the performance bond is waived, the District will withhold 5% (five percent) of the total contract payment per month for the first four months (September-December) of the school year as security for the successful performance of the contract. It is understood that should the reserve be depleted due to non-performance, as defined in this section, the District reserves the right to replenish the reserve by extending the number of months. This money will be retained by the District until the completion of the school year. Monies withheld from the Contract by the District under the terms of this section will not accrue interest.

Violations of the contract items will be subject to monetary deductions from the reserve on a monthly basis. Following the successful completion of each school year the remaining balance of the reserve will be returned to the Contract Vendor. The amount of the deduction for non-performance incidents shall be proportionately equal to the rate for service to be provided. (E.g. If only one trip of a three trip route is successfully completed, the District will deduct 2/3rds of the cost for service on the route.) Failure to run a route or a trip will result in the greatest deductions.

Conditions of non-performance include, but are not limited to, the following list of items. These incidents will result in a \$150 (One hundred and fifty dollars) deduction per occurrence:

1. Failure of the driver to arrive at stops or schools at the appointed time, in either the morning or afternoon. Driver must never run a trip ahead of the district-approved time schedule. A system will be implemented to account for the arrival time of buses at schools.
2. Failure of the driver to follow the established bus route as approved by the Director of Transportation or designee. This includes the arrival times at schools scheduled by the Transportation Department.
3. Failure of the Contract Vendor to perform any or all portions of the route (proportionate deduct).
4. Failure to immediately notify the school affected and the Transportation Department of vehicle breakdowns or late buses.
5. Failure to immediately notify the school affected and the Transportation Department of school bus accidents.
6. Failure of the driver to have in his/her bus the following items:
 - a. A route copy and map of the routes they are driving.
 - b. Bus emergency plans and/or health plans for students on board.
 - c. Emergency evacuation plans for each run of each route.
7. Failure of the driver to have a watch and follow the Transportation Department-approved time schedule for the route.
8. Failure of the driver to display the correct magnetic route number on the door side of the bus, as required by these Specifications. Only one route sign will be displayed at a time.
9. Failure of the driver to turn on and monitor the two-way radio whenever transporting District students or staff, on all to/from school routes, field trips, activity routes or athletic trips.
10. Failure of the driver to stop at a railroad crossing (unless marked exempt) and open the driver's window and the right service door. This procedure is to be followed whether loaded or empty. If failure to follow this procedure in any way jeopardizes the safety of students, the Director of Transportation may request that the driver be restricted from driving any routes or activities in the District.
11. Failure of the driver to maintain confidentiality of personal student information, for all students transported by the driver, whether regular or special education students.
12. Failure of the Contract Vendor to assign vehicles of proper capacity as needed and determined by the Transportation Department.
13. Failure to run a route on time because the driver is unfamiliar with the area.
14. Failure to have stand-by drivers who are familiar with the area in which they drive.
15. Failure to have all drivers pre-run their bus routes prior to the first day of school (including summer school).
16. Failure of drivers to obey the District NO SMOKING OR TOBACCO USE POLICY while on board their buses (loaded or empty).

17. Failure to use appropriate language by any Contract Vendor employee when dealing with the public, students, school staff, or district transportation staff.
18. Failure of a driver to properly display his/her district identification badge, on their outer garment, when entering a school or other district facility.
19. Unauthorized route changes, which is any route change made by a Contract Vendor or by a driver employed by a Contract Vendor, without authorization from the Transportation Department. Repeated violations may result in the suspension or removal of the violating driver from further service with the District and/or loss of route by the violating Contract.
20. Unauthorized passengers including but not limited to drivers friends or family.
21. Failure to perform guidelines as determined in these Specifications.
22. Repeated violations of the District-established policies and procedures.

The Transportation Department shall provide the Contract Vendor a written report of all incidents on non- performance that occurred in the preceding month. The Contract Vendor have 5 (five) working days in which to offer a written appeal to any of the incidents. The Transportation Department shall, at its sole discretion, make a determination as to whether the non-performance occurred and, if so, whether or not there are extenuating or mitigating circumstances, which eliminate the need for a deduction.

It is understood by the Contract Vendor that payment of any non-performance incidents does not preclude the Transportation Department from seeking additional remedies to the problems, including but not limited to, further monetary penalties and/or assignment of the route to another Vendor.

49. SPECIFIC CONTRACT CONSIDERATIONS

1. Route Elimination/Consolidation. The Anoka-Hennepin Independent District #11 Transportation Department reserves the right to increase, decrease, consolidate or eliminate routes when it is in the best interest of the school district.
2. If there are "inclement weather days," the school district will withhold payment for the first 2 days. Any additional days will be reimbursed under the normal contract rates.
3. These Specifications, Exhibits, and Appendices are the quotation guidelines and the operating sections of the contract for transportation services. Contract Vendors are expected to be familiar with the provisions contained in these Specifications, Exhibits, and Appendices both in preparation of the quotation and in all subsequent transportation operations for the District resulting from award of service under these specifications.
4. Other Contract Requirements
The contract awarded to the successful Contract Vendor shall be in full force and effect commencing on the first day of July 2020 and ending in accordance with the terms and conditions included in these Specifications. The number of students transported on each bus by the Contract Vendor shall as nearly as possible conform to guidelines adopted by the School Board. In the event that other unusual situations develop that are not covered in these specifications, the District or Contract Vendor may request modification to the contract upon receipt of written request from either party. These unusual situations may include, but are not limited to, the following: fire, riots, war, picketing, civil commotion, labor disputes, school strikes, split session, early dismissals or four-day weeks.

The District reserves the right to take whatever action is deemed necessary under the above listed situations to continue safe transportation for its students. The Contract Vendor shall provide the District with prompt, efficient and quality transportation services at all times. Failure to provide this service shall be considered non-performance. Issues of non-performance will be determined by the Director of Transportation and dealt with in accordance with Section 8 of the Specifications in the RFQ..

The Contract Vendor(s) will be familiar with all transportation policies and keep up to date if there are any policy changes.

5. The number of passengers who may be transported in any school bus shall not exceed the body manufacturer's rated seating capacity. Since the actual number of students transported will vary from week to week, the Director of Transportation will determine the capacity needs for all school buses and reserves the right to change buses to meet the needs of the District.

50. SUBCONTRACTING

Any Contract Vendor desiring to subcontract work under this contract must obtain the written permission of Anoka-Hennepin District #11 prior to the implementation of the subcontracting agreement. The Director of Transportation of Anoka-Hennepin Independent District #11 must approve the subcontract agreement before approval by the School Board. The Contract Vendor requesting the subcontracting of service under this quotation must include in the subcontract the requirement that the sub-contractor follow the Specifications for Pupil Transportation 2020-21 of Anoka-Hennepin Independent District #11. This requirement must be stated on the subcontractor's contract forms before approval by the Director of Transportation of Anoka-Hennepin Independent District #11. All standards contained in these Specifications, including the insurance requirements under Section 1, 7A, will apply to all subcontractors.

51. TERMINAL FACILITIES

1. *Terminal Facilities:* To operate Anoka-Hennepin Independent District #11 routes, successful Contract Vendors must have facilities within the boundaries of the district or within 20 minutes driving time of the school district boundary. Terminal facilities shall include administrative offices, dispatch facilities with two-way radio capabilities, fuel storage tanks and pumps with a minimum capacity of 10,000 gallons of fuel, storage facilities for the number of buses required to fulfill their contract (including spare vehicles). All buses will be stored in the protection of a garage with power plug-ins and/or diesel-fuel-powered engine heaters for all buses. Provide data access for time clock and computer systems for bus Para-educator located at the reporting facility.
2. *Communications:* Facilities will also include one plain paper facsimile machine for the purpose of communicating route changes, problem reports and other operational matters. Contract Vendor will provide at least two incoming phone lines to the terminal and one of the following for emergency communication: a cellular phone or an unpublished phone number. Company must respond to customer calls in a timely fashion. Working e-mail addresses for all office and dispatch staff. Access to Google Shared Drive.
3. *Computerized Routing:* Facilities will be adequate to perform computerized routing on line/real time with the Transportation Department. Contract Vendor will provide hardware that meets the District specifications for the performance of the Transportation Department computer systems. Hardware and data lines will need periodic upgrades and the Contract Vendor is aware that these upgrades will be his/her responsibility. Contract Vendor will provide staff that is knowledgeable in the use of software utilized by the Transportation Department.
4. *GPS:* The Contract Vendor must provide a GPS connection to interact with our Transfinder routing software. GPS must be able to "ping" at least every 5 seconds this is in order to provide accurate locations and to provide accurate plan vs. actual route performance.

52. GENERAL OPERATIONS

1. Contract Vendor shall transport public and non-public Anoka-Hennepin Independent District #11 resident students and open-enrolled public school non-resident students who meet the eligibility criteria of the Minnesota Department of Education. On occasion, it may be necessary to transport a resident student to a program or school outside the geographic boundary of the school district. The Director of Transportation will authorize all eligible students and bus routes. Contract Vendor agrees to implement changes within three working days from the initial request and sooner than three days when possible to safely accommodate the change.
2. The Anoka-Hennepin Independent District #11 shall have exclusive use of all vehicles while those vehicles are performing to and from school routes, field trips, activity trips, or any other school-related services. This paragraph prohibits the Contract Vendor from using contracted vehicles to provide service to any other group or organization. This paragraph shall not prohibit the school district from assigning various school groups to routes. This clause shall not prohibit the Contract Vendor from chartering vehicles to outside groups or organizations when vehicles are not under service to the school district.

3. Contract Vendor to furnish school buses that meet or exceed the "National Standards for School Buses and Operations" adopted by the 2010 Fifteenth National Conference on School Transportation and comply with the unique requirements of the Anoka-Hennepin Independent District #11 as established in these Specifications. Buses will comply with all Federal and State of Minnesota regulations, laws, and rules at the time of original purchase in the State of Minnesota. (See Appendix VI, Definitions and Types of School Buses of these Specifications.)
4. Contract Vendor shall keep the buses properly housed so as to insure warmth and comfort for students transported therein. All buses that are not stored inside shall be plugged in or have engine heaters activated to insure starts in sub-zero weather. To ensure that all buses can be started in cold weather, Contract Vendor will provide a backup system of mechanics to start buses and/or an alarm system to notify key personnel in the event of a power failure.
5. Contract Vendor is required to have the buses maintained by qualified mechanics so that they are in excellent mechanical condition at all times. The Contract Vendor will demonstrate a preventative maintenance program that involves the bus drivers, mechanics, and all staff in insuring that only safe school buses operate in the Anoka-Hennepin Independent District #11 at all times.
6. Contract Vendor shall keep the bus fleet clean and neat in appearance. Buses will be washed and interiors cleaned, when weather permits for the purpose of insuring the high visibility of the school bus's yellow color and reflectorization on the bus, and to provide a clean environment for bus passengers.
7. The Contract Vendor is required to employ at least one (1) person, approved by the Director of Transportation and Transportation Safety Coordinator, in the capacity of Safety Director/Coordinator, who is assigned exclusively to service the safety needs of this contract. The Safety Director/Coordinator must be assigned full-time to school bus driver training, safety, and route supervision. The Safety Director/Coordinator **may not** be a school bus driver performing safety duties on a part-time basis. If a Contract Vendor has multiple locations serving multiple contract areas within the district, there will be one Safety Director/Coordinator at each location.
8. The Contract Vendor is required to have safety/route supervisory personnel monitor the performance of contract drivers providing District service through route observation and ride-along observations. Contract Vendor is required to have safety/route supervisory personnel available to respond to specific requests and problems related to route safety and non-performance. It is expected that the amount of time spend on street safety/route supervision will correspond to the number of buses under contract to the District.
9. Contract Vendor staff members involved in safety activities are required to attend monthly District Transportation Safety Meetings to review District policies and procedures, discuss existing or potential problems or conflicts, and to review areas of concern either to the Contract Vendor or to the District. Further, Contract Vendor agrees to assign at least one driver to attend the monthly meetings, to be a participant in the monthly accident review session, which ends each monthly meeting.
10. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system is required to attend monthly Users' meetings with District staff, to review policies and procedures, to attend all scheduled meetings for software training, and to be involved in setting standards for the use and implementation of the routing system.
11. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system will be responsible for reviewing and correcting overload situations on routes in their contract area.
12. The Contract Vendor is responsible for ensuring that management, dispatch, safety and supervisory personnel are familiar with the contents and requirements of these Specifications in regard to their area of responsibility.

13. The Contract Vendor agrees to add the Appendices of these contract specifications to their company's driver handbook to ensure that drivers are aware of their responsibilities under this contract.
14. The Contract Vendor agrees to adopt a formal written policy and procedure for checking all school buses operating under this contract for sleeping students. This policy and procedure shall be based upon the "placard system" and must include mandatory disciplinary actions for failure of the driver to check the school bus, whether or not a sleeping student is actually on board.

The policy shall, at a minimum, require the driver to walk the full length of the school bus and check for any remaining students whenever:

- a. The driver finishes a school run
- b. The driver returns to the terminal
- c. The driver leaves the vehicle

The policy shall further require that the driver place a magnetic placard, which says EMPTY, in the rear window the school bus indicating that the bus has been checked in any of the above situations. Upon returning to the vehicle, or leaving the terminal, the driver shall remove the placard and return it to the driver's area of the bus.

15. The Contract Vendor will provide Anoka-Hennepin independent School District #11 with 4 hand-held two-way radios and chargers for the district to monitor and radio buses serving the school district.

53. DRIVER REQUIREMENTS

1. Each Contract Vendor shall hold each driver responsible for complying with the provisions of these Specifications.
2. Each Contract Vendor shall screen, hire, train and employ only the most qualified and caring bus drivers.
3. Pre-employment: Contract Vendor will require at least a five-year employment history on all new hires. Contract Vendor agrees to make appropriate criminal background checks and motor vehicle license checks on all new drivers as required by law. The Transportation Department will audit driver files at least twice during the school year on a random selection process at the Contract Vendor's facility.
4. Contract Vendor will insure to the best of his/her ability that all drivers are free from the influence of alcohol or mood/mind-altering substances, legally or illegally obtained, during their duty day as a school bus driver. In accordance with MN Statue 169A.31, **no driver shall operate or have physical control of a school bus under contract to the District with any presence of alcohol in their system.**

Further, no driver operating a school bus under contract with the District shall consume any beverage with alcoholic content within 10 (ten) hours of going on duty, operating, or having physical control of a school bus. Nor shall any driver operating a school bus under contract with the District consume a beverage with any alcoholic content while on duty, operating, or having physical control of a school bus.

Any driver found in violation of these provisions shall be immediately removed from any further driving in the District. The Transportation Department will immediately notify the police about any driver found to be operating a school bus in an alcohol-impaired condition and shall pursue the full prosecution of such a driver.

Contract Vendor will submit a copy of their drug and alcohol-testing program prior to the start of the school year, pursuant to the requirements of the Federal Motor Safety Regulations as contained in Section 49, Code of Federal regulations, Part 40, effective January 1, 1995. The program must contain pre-employment, incident, post-accident, and random testing for alcohol and controlled substances.

5. Drivers will obtain a school bus physical exam and at all times meet the physical requirements of law to perform their duties. Drivers will at all times meet the health standards imposed by the State of Minnesota. The school district may request an additional physical exam if deemed necessary.

6. Drivers will have in their possession a valid Minnesota Commercial Driver's License for the class of vehicle, which they are operating, or the equivalent out-of-state Commercial Driver's License with a school bus and passenger endorsement. Drivers are required to carry their license with them while on duty and submit it for inspection upon request of a District Transportation staff member.
7. Further details regarding Bus Driver Qualifications can be found in Appendix III, of these Specifications.
8. Drivers will be required to wear a District I.D. Badge at all times while on duty. The Transportation Department will provide the badges and the Contract Vendor agrees to schedule drivers to have their picture taken prior to the start of each new school year.
9. Driver Disqualification: It is the policy of Anoka-Hennepin Independent District #11 #11 to follow the school bus driver disqualification conditions outlined in the Minnesota Department of Public Safety Rules section 7414.0400. No Contract Vendor shall place a driver in service, in the Anoka-Hennepin Independent District #11, who has been reinstated from disqualification under section 7414.0400 by a letter from the Contract Vendor who employs them or by any other employer.
10. Driver Discipline: It is the responsibility of the Contract Vendor to insure that his/her drivers operate their school buses safely at all times and provide an atmosphere on the bus which is comfortable, free of harassment and safe for all students. In addition to the terms of employment with the Contract Vendor, the drivers are bound by Transportation Department expectations for service and failure to meet those expectations may result in the Transportation Department suspending or terminating the service of the offending driver within the District under the terms of this contract.

The following are examples of violations that may result in the Transportation Department removing a driver from service. The violations include, but are not limited to:

- a. Speeding
- b. Traveling too fast or following too close for conditions or in residential areas
- c. Failing to obey traffic laws
- d. Traveling at an unsafe speed in a school loading zone
- e. Backing up a bus in a school loading zone
- f. Using the 8-light system in an unsafe, improper or illegal manner
- g. Making unauthorized or "sweetheart" bus stops
- h. Failure to report accident or incidents as required by law and student transportation policy
- i. Use of alcohol or controlled substance(s) while on duty
- j. Any sexually inappropriate actions or suggestions toward students, staff or parents
- k. Any racially inappropriate actions or suggestions toward students, staff or parents
- l. Failure to check bus for sleeping students at the completion of each trip
- m. Possession of any weapon while on duty (defined in district weapons policy, see App. XI)
- n. Any contact between driver and student outside of work that is not approved by an immediate supervisor or the student's family
- o. Provision of alcohol or controlled substance(s) to a student
- p. Failure to secure areas around the bus "danger zone" before moving the bus, resulting in the potential for, or actual injury to, the students outside the bus
- q. Failure to complete a pre-trip inspection/safety check before the beginning of each route or field trip
- r. Use of the public address system in the bus in an abusive manner toward students or the public
- s. Inappropriate use of the brakes, swerving or other use of the school bus as a disciplinary tool
- t. Failure of the driver to verify students' bus passes which permit them to ride the bus
- u. Refusal to transport any particular students without prior supervisory approval
- v. Displaying multiple route signs on the bus while driving an a.m., noon, or p.m. route
- w. Inappropriate use of a cell phone (call, photo, video or text)
- x. Failure to properly operate wheelchair lift or secure wheelchair/student
- y. Having unauthorized passengers (not pre-approved by school district) on the bus (drivers' family, friends or children)
- z. Failure to follow the route copy

11. Driver Training:

- a. Pre-Service Training: Contract Vendor agrees to provide pre-service and in-service training as prescribed by Minnesota Statute 171.321 subdivision 4. Anoka-Hennepin requires pre-service

training of 40 hours, which will consist of a minimum of 24 hours behind the wheel and 16 hours of classroom instruction. Training for drivers of special education routes will include proper handling and securement of wheelchairs, operation of lift equipment (including instruction and practice in the operation of the lift in the manual mode in the event of an electrical or control unit failure), information about disabling conditions, and behavior management for students with special needs.

- b. In-Service Training: Contract Vendor agrees to conduct one safety meeting every month of the school year beginning in August with required attendance by all drivers employed for service under this contract. Minutes of each meeting will be sent to the Transportation Department. Topics of the safety meetings will vary to include, but not be limited to, the following areas:
 - 1. Defensive Driving
 - 2. Human Relations/Customer Service
 - 3. Behavior Management
 - 4. Basic first aid knowledge
 - 5. District policies, state laws and federal regulations pertaining to school buses
 - 6. Accident preparedness and emergency procedures
 - 7. Winter driving techniques
 - 8. Railroad crossing procedures
 - 9. Local district issues and policies regarding harassment, bullying, weapons and bus discipline
 - 10. Blood-borne pathogens and body fluid clean-up procedures
 - 11. Understanding of and behavior management for students in ESL (English as a Second Language) programs
 - 12. Bullying and harassment on the bus
 - 13. Traffic Watch Program
- c. Special education transportation topics, which include:
 - 1. Early Childhood/Special Ed
 - 2. Wheelchair/lift and car seat securement in a school bus
 - 3. Special needs bus evacuation
 - 4. Disability information, including recognizing and managing seizures
 - 5. Understanding the concept of confidentiality (of student information)

Minnesota Statute 171.321 subdivision 5 specifies that drivers will receive a driving evaluation at least once a year. The Contract Vendor agrees to forward a copy of certification of the evaluation on all drivers to the Transportation Department.

54. DRIVER'S ROUTE PROCEDURES

The school bus driver shall be alert and comply with all Minnesota Statutes pertaining to the operation of a motor vehicle (Highway Traffic Regulations Act) while driving a school bus. The driver shall also comply with all rules and regulations of the Minnesota Department of Public Safety (DPS) covering the operation of a school bus. Each driver will be responsible to understand and comply fully with the obligations, operating rules and special procedures as stated in these Specifications and Appendices.

Drivers shall transport students on routes and make stops according to the timetable designated by the School Board and/or Director of Transportation, and in accordance with the rules and procedures for to and from school routes and all school-related activities as outlined in Appendix I of the Specifications in the RFQ..

55. EQUIPMENT REQUIREMENTS

If the Contract Vendor owns, or currently leases, less than 80% of the school buses required in their quotation, they will provide the District an irrevocable letter of credit issued by a financial institution acceptable to the district, in favor of the manufacturer in the full amount of the purchase price. The Contract Vendor must certify that the letter of credit is a true and correct copy of the original letter of credit.

1. NEW EQUIPMENT

- a. A certification from the manufacturer or the manufacturer's authorized representative that such equipment will be provided for service prior to the commencement date of performance.
- b. A certification from the manufacturer or the manufacturer's authorized representative of the purchase price.

2. USED EQUIPMENT

- a. A certificate from the present owner of the equipment stating that the equipment will be provided for service prior to the commencement date for performance.
- b. Certification of ownership by the owner of the equipment with a representation that the amount of liens or encumbrances are less than the purchase price.
- c. A fully executed purchase agreement for the sale of said equipment.

3. LEASED EQUIPMENT

- a. A certificate from the present owner of the equipment that the equipment will be provided for service prior to the commencement date of performance.
- b. Certification of ownership by the owner of the equipment.
- c. A fully executed copy of the lease for said equipment.

The agreement for lease or the purchase of equipment must be unconditional except that any purchase agreement or lease may include a contingency in favor of the Contract Vendor, which would permit termination of the said purchase agreement or lease in the event the Contract Vendor is not awarded the contract pursuant to these specifications.

The Contract Vendor agrees to provide school buses for this contract that are safe, clean in appearance, and meet all the State of Minnesota, Federal and District laws, rules, and requirements. All vehicles used in the District for the purpose of transporting students to and from school and school-related activities must meet the following District requirements in addition to all requirements in current law and regulation:

1. All vehicles transporting all students to and from school, on field trips, activity trips, or on between-building programs, must be equipped with working two-way radio equipment. The radio equipment must be turned on and monitored by the driver whenever transporting District students or staff. The radio system must be adequate to provide effective communication between the Contract Vendor's operational office and any route vehicle anywhere within the areas of the school district where the Contract Vendor receives route assignments. Any situation in which the radio is required and found to be not functional will result in a non-performance deduction under the terms of these specifications and will result in a \$150 fine per occurrence.
2. Contract Vendor agrees to provide spare buses at the rate of 10% of the route buses awarded under the terms of this contract.
3. Age Requirements:
 - a. All regular route buses operating under this contract will have an average age of six (6) years old. No route bus will be more than twelve (12) years old during each year of the contract or subsequent contracts. Example: In the 2020-21 school year, the oldest regular duty bus will be a 2009 model bus. The age of the bus is determined by the manufacturer plate on the interior of the bus body.
 - b. All spare buses operating under this contract will be fifteen (15) years old or newer during each year of the contract and any or all extensions of this contract. Example: In the 2020-21 school year, the oldest spare bus allowed under this contract will be a 2006 model bus. The age of the bus is determined by the manufacturer plate in the interior of the bus body.
4. Capacity – Contract Vendor agrees to provide 77-passenger buses for regular ed. routes, unless requested otherwise.
5. Identification: All buses will be identified by the name of the Contract Vendor operating the bus. All buses will be identified by a coordinated numbering system upon consultation with the District Transportation Office. The numbers located under the front window behind the front service door are the numbers most students refer to in the Anoka-Hennepin Independent District #11 when they look for their bus. Contract Vendor agrees that when spare buses are used to replace a regular route bus, the driver will place a magnetized sign over the spare bus number with the number of the bus it replaced. This system eliminates the confusion of window signs and students missing their bus. Route numbers and bus numbers are synonymous in Anoka-Hennepin.

NOTE: Special education route buses will at all times use a magnetized route number sign, to be displayed to the left of the front service door. If a driver uses the same bus all day for routes with different numbers, only one (1) route number will be displayed at a time.

6. Trailers: Contract Vendor agrees to provide at least 4 (four) trailers per location for use with field trip and charter buses as needed.
7. Student Securement/Restrain Systems: The Transportation Department will provide car seats, infant seats, booster seats, restraints and any other necessary student securement/restraint systems that are needed under the terms of the contract and the laws pertaining to special education. Contract Vendor agrees to store these items at their facility, maintain them, inventory them at the close of each school year, and forward the inventory to the District Transportation Office.

The Contract Vendor will purchase "integrated" seats (that include a something similar to a star-seat) in the first three rows of special education buses and the first two rows of big buses.

8. P.A. Systems: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a public address system with a minimum of two interior speakers and one exterior speaker for the purposes of communicating with students inside and around the "danger zones" outside of the school bus.
9. Stop Arms: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a stop arm that utilizes an LED system OR a flashing lighted stop arm.
10. Video Student Monitoring: The Contract Vendor agrees to purchase and install a digital video surveillance system for the buses operating under this contract. The system will be specified by the Transportation Department to assure one district-wide system that is consistent. Seon is the current system. Any other system would require approval from the Transportation Department. The system will include three (3) on-board day/night cameras for Types A & B buses, and four (4) on-board day/night cameras for Types C & D. The system will also have a large enough storage capacity for 30 days of data. The Contract Vendor further agrees to maintain the system and replace components as necessary. The Contract Vendor further agrees to provide at least one "reader" at the bus facility and provide 5 "readers" per quotation area for school district use. The Contract Vendor will follow the Anoka-Hennepin Digital Video Camera Policy (see Appendix IX of these Specifications). Any new video equipment will download data over WIFI to provide video access to district and school staff. Finally, the Contract Vendor agrees to properly maintain the equipment and replace any defective systems before returning to route. Wide-angle side view camera on new buses is preferred. Note - the video data is the property of the Anoka-Hennepin Independent District #11.
11. Student Crossing Gates: The Contract Vendor agrees to provide crossing gates for all Type A, B, C and D buses used in this contract. Contract Vendor agrees to install the crossing gates, maintain them, and train drivers in the proper use of the gates.
12. A school bus of any type operating under this contract with Anoka-Hennepin, transporting students and/or staff on any to/from school routes, field trip or activity trip will not be allowed to display any type of advertising signage on the inside or outside of the bus. This does not include the Contract Vendor's name, address, bus number, or other legally required letters such as common carrier identification numbers.
13. No Type A, B, C or D school bus operating under this contract shall be equipped with overhead book racks.
14. All Type A, B, C or D school buses transporting students to or from school must have the number of the individual seats clearly displayed above the seats on the area above the inside roof line.
15. Required Safety Equipment: Contract Vendor agrees to install the following safety equipment in each Type A, B, C, and D school buses operating under this contract:
 - a. Body Fluid Clean-Up Kit: Kit must be located in the front driver's compartment or bulkhead of the school bus. Contract Vendor will provide kits for all buses under this contract.

- b. School Bus Discipline Rules: Contract Vendor agrees to locate District rules poster on bulkhead of bus. District will provide copies for each bus.
 - c. Sleeping Children Sticker: Contract Vendor agrees to place "Always check your bus for sleeping children" sticker on the dash of bus near the driver's steering wheel. Contract Vendor will supply stickers for all buses operating under this contract.
 - d. Magnetized "EMPTY" Placard: Contract Vendor agrees to provide a magnetized EMPTY placard which is intended to be displayed in the rear window of the bus after the driver has check the bus children, at the end of each to or from school route, field trip or activity trip.
 - e. Crossing Directions for Students: Contract Vendor agrees to place an "Always cross ten feet in front of the bus" sticker on the bulkhead of the bus. Contract Vendor will supply stickers for all buses operating under this contract.
 - f. Seatbelt Cutters: Contract Vendor agrees to provide and install 2 (two) seatbelt cutters on each school bus equipped with seatbelts, child securement devices, and/or wheelchair tie-down straps.
 - g. Vinyl Gloves: Contract Vendor will include vinyl gloves in first aid kit and body fluid clean-up kit for the purpose of cleaning up body fluids.
16. Wheelchair Lift Equipment: Successful Contract Vendors agree to equip wheelchair lift equipment that meets all A.D.A. requirements, other Federal requirements, and State of Minnesota rules and laws. In the event the Transportation Department opts to include lift equipment in the Areas A, B and C of this contract, the successful Contract Vendor(s) will either provide the necessary equipment or relinquish those routes to the District for assignment to another Contract Vendor.*
- *An example where this may happen: Due to the "least restrictive environment" requirements and goals of the District for special needs students, the parent/guardian requests that their child (who uses a wheelchair) ride the "regular" route bus in the neighborhood. If the Transportation Department's analysis of costs and other factors determines that this is a reasonable request, the Contract Vendor will be asked to install a lift, and/or purchase the necessary equipment to fulfill the request. The rate of pay will change to the appropriate level for the added equipment.
17. All lift buses operating under this contract must be equipped with an emergency fire blanket for use in an emergency "drag type" of evacuation of students who use wheelchairs. The blanket must be at least 62" x 80", must be of a wool or wool/nylon composition (such as those commonly called an "Army blanket") and must be contained in a covered protective case.
18. All lift buses will meet the following criteria in regard to the placement of the lift and wheelchair securement area: On Type C and D buses the lift door, lift, and wheelchair securement area will be located in front of the rear axle. Lift doors, lifts and wheelchair securement areas located behind the rear axle are only acceptable if the bus is purchased with an air brake system and rear air suspension.
19. All lift buses operating under this contract must be equipped with an emergency blanket, made of aluminum-laminated polyethylene (sometimes called "space blankets") to provide an extra layer of protection during emergency evacuation situations for students who use wheelchairs or others who would be particularly sensitive to the cold. Emergency blankets will be provided by the District to Contract Vendor upon request. Drivers are urged to carry one blanket for each student who uses a wheelchair. These blankets may also be used to provide additional warmth for students during to and from school routes in non-emergency situations.
20. Inspection(s) by District: The condition of each school bus and the safety/emergency equipment on the bus shall be subject to inspection at all times by Transportation Department personnel. Buses will be subject to the inspection criteria as is contained in the Minnesota State School Bus Inspection Manual and all additional equipment and requirements contained in these specifications.
21. Alternative Fuels: No school bus operated on route, field trip or activity trip service under this contract may be fueled by compressed natural gas (CNG). The School District IS interested in Contract Vendors using Propane to reduce emissions and costs for operating buses.

22. Idling buses: Contract Vendor will be cognizant of concerns with fuel emissions and instruct their drivers to limit idling time at school when appropriate or recommended by the Transportation Department. In addition, buses will not be parked near fresh air intakes at school locations whenever possible. (See Appendix XIII - Policy for School Bus Idling for further information.)
23. Repair of Critical Safety Systems: All repairs to the brake, steering, or other critical safety systems on school buses operating under this contract shall be made with parts made by, or approved by, the manufacturer of the chassis or the original equipment manufacturer of the chassis component.
24. Preventative Maintenance Program: Each Contract Vendor shall conduct a preventative maintenance program covering all vehicles operated under this contract. This program shall operate throughout the year and shall be structured to maintain equipment in safe and reliable operating condition with major emphasis on preventing failures on the road.

As part of the program, each Contract Vendor shall systematically inspect and maintain all vehicles operating under this contract to ensure that they are in safe and proper operating condition. All Contract Vendors shall follow or exceed the manufacturer's recommended maintenance schedules for all maintenance areas including, but not limited to, oil changes, lubrication, coolant additives, belt and hose replacement, component replacement, etc.
25. Pre-Service and In-Service Training for Mechanics and Maintenance Personnel: The Contract Vendor shall ensure that all mechanics and other maintenance personnel are properly trained and qualified to maintain the equipment utilized under this contract. The Contract Vendor shall also ensure that all mechanics and maintenance personnel have timely knowledge of changes in laws, regulations, equipment specifications and repair procedures necessary to safely maintain transportation equipment.
26. Vehicle Service Records: Each Contract Vendor shall maintain records of each vehicle serviced for mechanical failure, normal preventative maintenance or manufacturer's recall or advisory. The maintenance records of all vehicles operating under this contract shall be retained for a minimum of three (3) years following the end of the term of this contract and shall be subject to inspection by District transportation safety staff at any time upon request.
27. Inspection of Maintenance Records: The contract shall make the vehicle service records required under item 26 above in these Specifications available to District transportation administrative and safety staff at any time and shall supply copies of specific records upon request.
28. Any bus purchase grant awards (like the Volkswagen grant) will offset an equal dollar amount of the total overall contracted amount for the school district. If grants are awarded through a Minnesota agency, the buses must be used to serve Minnesota students, until the contract has expired.
29. The bus companies must provide a parent app and district dashboard that tracks buses in live time as specified by the school district. This includes dashboards for district staff to monitor on time performance, facilitate communication with families and on time performance notifications through an app for parents. The system must be compatible with Transfinder and must be approved by the school district. We currently use the Firstview app. Any change from this system must be approved by the school district. The app must be compatible and consistent throughout the entire yellow bus fleet (and various bus companies).

56. REPORTING REQUIREMENTS

The Contract Vendor agrees to provide (if requested) the following reports to the District:

1. Upon Submitting Quotation:
 - a. Equipment List: List of all vehicles by bus number, bus type, registration number, age, chassis, body, engine type in addition, size, capacity, mileage, two-way radio type and wheelchair lift if so equipped.
 - b. Drivers' List: Includes all route and substitute drivers, listed by name, address and driver's license number.
 - c. Staff List: Indicate the names, years of experience and positions of all support, safety and management staff.

- d. Physical Description of Facilities: Address, number of buildings, shop facilities, total square footage of shop, storage, dispatch and drivers' areas. Description of bus washing procedures/facilities. If the property has not been secured, the Vendor must show evidence of acquisition/lease agreements for the facilities that meet the terms and conditions of these specifications prior to award of the contract.
2. Upon Award of Contract:
- a. Motor Vehicle Records (MVR): At least two times during each school year the school district will conduct a random audit of selected drivers currently employed to drive any school-related trips for the District. The Vendor will obtain the MVRs from the MN Department of Public Safety at least two times a year (October 31st and January 31st). Vendor further agrees to provide to the District a written statement of their company criteria for accepting rejecting an applicant or driver based on the individual's MVR.
 - b. Vehicle Inspection Reports: After the MN Department of Public Safety school bus annual inspection, or after any random inspections, which may occur, the Vendor agrees obtain a copy of inspection results from DPS and forward it to the district (electronically or on paper) within 10 days of inspection.
 - c. Accident Reports: The Vendor will immediately e-mail and may call both the school involved and the Transportation Department to report any and all accidents that occur in the District. This same stipulation regarding notification will apply if a school bus is involved in an accident outside the District on field trips or activity trips. The Vendor agrees to submit a written report within 48 hours of the accident and supply any police reports to the District as well. It is further provided that the accident reports herein are subject to all applicable data privacy statutes.
 - d. Monthly Load Analysis: The Vendor will submit monthly load counts on each school bus trip – a.m., midday, p.m., and activity. The report format will include the bus number, school served, capacity of the bus and actual ridership. Load counts can also be entered within the routing software.
 - e. Late Buses/Vehicle Breakdowns: The Vendor agrees to report all late bus situations or vehicle breakdowns, at the time of the occurrence, to both the school involved and to the Transportation Department via e-mail in a timely fashion (Within the same route time AM, Noon or PM). Reports must be made first to the school, so they can respond to request for information about a late bus.
 - f. Fuel Reports: Vendor agrees to maintain records documenting the quantity and cost of all fuels purchased under this contract and submit this documentation with all payments or invoice associated with the fuel clause in this contract.
 - g. Discipline Reports: Vendor agrees to work with the Transportation Department and the individual schools in the completion of student discipline forms that are fundamental to the School Bus Discipline Policy of the District. Vendor will provide a form for drivers to complete with incident information. The driver will complete the form at the end of the route, turn the form in to the safety office, and the safety staff will input the information into the Bus Conduct computerized discipline system. Vendor will strive to input the data and forward the information to the school prior to the next school day so that appropriate and timely discipline for infractions may occur.
 - h. Stop Arm Violations: Vendor will keep track of all stop arm violations on a computer database and turn in this information to the District whenever it is requested or necessary. While not required, it is desired that buses have a stop-arm camera.
 - i. Drug and Alcohol Testing Program: Vendor will provide documentation on pre-employment, reasonable suspicions, post-accident and random testing procedures and practices for alcohol and controlled substances of all school bus drivers in their employ.
 - j. Insurance Certificates: Vendor will provide proof of insurance that meets the criteria of Section R of these Specifications by August 1st preceding each school year of this contract.
 - k. Route time changes: Vendor to notify school about route time changes of more than 5 minutes on regular ed. bus routes.
 - l. Vendor to deliver a copy of their company driver's manual to the District prior to the beginning of each school year.

- m. Miscellaneous: Vendor agrees to cooperate with the Transportation Department in formulating, maintaining and submitting any and all reports the Transportation Department deems necessary for the purpose of safely and efficiently transporting students.

57. AM/PM BUS QUOTATION SCHEDULE

Rates indicated on the quotation sheet for this section will be for the school year(s) specified. Any extensions of this contract will be based on the quotations provided, negotiations or a quote process. The contracted prices for AM/PM daily rates can be found in the specifications located in Attachment A.

58. OVERTIME PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. The contracted pricing for Overtime Payments can be located in specifications located in Attachment A.

59. OVER-MILEAGE PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A. shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. Over-mileage will be paid only on routes that travel outside the District on assignments to schools or programs in other districts. Only vehicles that travel over 2000 miles per month (month calculated for the purpose of this section as 19 days) will be paid over-mileage based on the quote in this section. The Over-Mileage Payments can be found in these specifications located in Attachment A.

60. EARLY CHILDHOOD/SPECIAL ED.

If applicable, Early Childhood/Special Education routes should be quoted in Attachment A. The Transportation Department reserves the right to add other trips to Early Childhood/Special Education routes. The rates for Early Childhood/Special Education can be found in these specifications located in Attachment A.

61. EXTRA-CURRICULAR TRIPS

Between the hours of 2:30 p.m. and 4:00 p.m., Monday through Friday, Vendor agrees to provide extra-curricular buses and drivers to the District in the amount of seven (7%) percent of the total to/from school routes quoted in this contract. Example: A quotation of 125 route buses is a guarantee of 9 (nine) extra-curricular buses per day. Mileage rates will apply to all extra-curricular trips (trips arranged to take athletic, music and other school groups) to include inter-district travel. Vendor will submit mileage rates for local trips within 50 miles round trip and out of town trips that exceed 50 miles round trip. Vendor will also submit rates for buses with trailers for both in and out of district trips. The rates for Local Trips and Out of Town Trips can be found in these specifications located in Attachment A.

62. ACTIVITY ROUTES

Activity routes generally run Monday through Thursday, with some variations depending on the school calendar. The early activity routes leave the middle schools at approximately 4:15 p.m., while the later routes begin at approximately 5:15 p.m. Service requires a Type C or D 77-pass. School bus. The rates for Activity Routes can be found in these specifications located in Attachment A.

63. MID-DAY ROUTES

Mid-day routes may include trips for kindergarten, shared time, vocational programs, job sites or EC/SE. These routes will generally occur between 10:00 a.m. and 2:00 p.m. The rates for Section Mid-Day Routes can be found in these specifications located in Attachment A.

64. SUMMER SCHOOL ROUTES

The District provides transportation for targeted services programs, special education summer programs, EC/SE programs, learning year programs, and Summer Academy. Typically, the Transportation Department contracts for approximately 160 total buses during the summer for these programs. The rates for Section Summer School Routes can be found in these specifications located in Attachment A.

65. WORK EXPERIENCE ROUTES

The Transportation Department will contract for Type III vans and Type B school buses for the purpose of transporting work experiences students and disabled work experiences students from school or home to their respective job sites. Approximately 10 buses or vans are used in this section.

There are also 4 (four) Type III vans that are leased (during the regular school year) from the bus Vendor and used by the Pathways, Bridges and River Trail Learning Center special-ed programs. The drivers for these vans are provided by the programs themselves.

66. FUEL CLAUSE

Gas, Diesel and Propane

Each fuel will be calculate independently of the other – for the purposes of setting the peg for the last 4 years of the contract.

Gasoline – If the average price of gasoline fuel exceeds the base rate, established at \$2.60 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District # 11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2021, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

Diesel Fuel – If the average price of diesel fuel exceeds the base rate, established at \$2.55 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2021, the fuel base rate shall be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

Propane – If the average price of propane fuel exceeds the base rate, established at \$1.44 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2021, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

ACCEPTANCE

The undersigned hereby acknowledges that they have read and understand the contract documents and hereby agrees for the School Transportation Services. Contract Vendor further acknowledges that these documents constitute a contract between Kottkes Bus Service, Inc. and District.



(Authorized Signature)

MICHAEL E. PIPENHAGEN

(Print or Type Name of Signatory)

B. V. P.

(Title)

KOTTKES' BUS SERVICE, INC

(Organization)

11-20-2019

(Date)



(Authorized Signature)

Tiffany Audette, CPPB

(Print or Type Name of Signatory)

Manager of Purchasing

(Title)

Anoka-Hennepin ISD #11

(Organization)

11-20-2019

(Date)

Kottkes' Bus Service Inc. Support Staff

Title	Name	mail	Phone
Location Manager:	Michael Pipenhagen	mpipenhagen@kottkesbus.com	(763) 450.5384
Dispatcher:	Jessica Scott-Diorio	jdiorio@kottkesbus.com	(763) 450.5392
Safety Supervisor:	Cheryl Brown	cbrown@kottkesbus.com	(763) 450.5390

Anoka-Hennepin ISD #11 Contacts

Title	Name	Email	Phone
Contract:	Lois Irber	Lois.Irber@ahschools.us	(763) 506.1303
Manager of Purchasing:	Tiffany Audette	Tiffany.Audette@ahschools.us	(763) 506.1306
Purchasing Supervisor:	Brian Marquis	Brian.marquis@ahschools.us	(763) 506.1302
Accounts Payable Manager:	Renee Rodewald	Renee.Rodewald@ahschools.us	(763) 506.1042
Director of Transportation:	Keith Paulson	Keith.Paulson@ahschools.us	(763) 506.1132
Student Safety Supervisor:	Jeff Mueller	Jeff.Mueller@ahschools.us	(763) 506.1131
Regular Route Coordinator:	Sue Weidell	Sue.Weidell@ahschools.us	(763) 506.1128
Regular Route Coordinator:	Jill Williams	Jill.Williams@ahschools.us	(763) 506.1139
Special Route Coordinator:	Karla Bell	Karla.Bell@ahschools.us	(763) 506.1127

Attachment A – Contract Pricing

Section 15- AM/PM Daily Rate Contract Pricing for Area B

Five Hour Daily Rate (includes 5 hours of "live" service)

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$335.52	\$342.23	\$349.07	\$356.05	\$363.17
22 pass	\$335.52	\$342.23	\$349.07	\$356.05	\$363.17
24 pass	\$335.52	\$342.23	\$349.07	\$356.05	\$363.17
36 pass	\$335.52	\$342.23	\$349.07	\$356.05	\$363.17
66 pass	\$365.11	\$372.41	\$379.86	\$387.45	\$395.20
77 pass	\$365.11	\$372.41	\$379.86	\$387.45	\$395.20
Lift "B"	\$365.11	\$372.41	\$379.86	\$387.45	\$395.20
Lift "C"	\$365.11	\$372.41	\$379.86	\$387.45	\$395.20
Lift "A"	\$365.11	\$372.41	\$379.86	\$387.45	\$395.20

Half Day Route Percentage

2020-21	2021-22	2022-23	2023-24	2024-25
75%	75%	75%	75%	75%

Section 16 - Overtime Payment Contract Pricing

2020-21	2021-22	2022-23	2023-24	2024-25	
\$53.28	\$54.35	\$55.43	\$56.54	\$57.67	Per Hour

Section 17 - Over-Mileage Contract Pricing

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.59	\$1.63	\$1.66	\$1.69	\$1.73
22 pass	\$1.61	\$1.65	\$1.68	\$1.71	\$1.75
24 pass	\$1.61	\$1.65	\$1.68	\$1.71	\$1.75
36 pass	\$1.95	\$1.98	\$2.02	\$2.06	\$2.11
66 pass	\$2.72	\$2.78	\$2.83	\$2.89	\$2.95
77 pass	\$2.72	\$2.78	\$2.83	\$2.89	\$2.95
Lift "B"	\$1.95	\$1.98	\$2.02	\$2.06	\$2.11
Lift "C"	\$2.72	\$2.78	\$2.83	\$2.89	\$2.95
Lift "D"	\$2.72	\$2.78	\$2.83	\$2.89	\$2.95

Attachment A – Contract Pricing (Continued)

Section 19 - Extra-Curricular Trips Contract Pricing

Local trips (50 miles)

Bus Size	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.90	\$1.94	\$1.98	\$2.02	\$2.06
22 pass	\$1.95	\$1.98	\$2.02	\$2.06	\$2.11
24 pass	\$2.00	\$2.04	\$2.08	\$2.12	\$2.16
36 pass	\$2.35	\$2.40	\$2.44	\$2.49	\$2.54
66 pass	\$3.24	\$3.30	\$3.37	\$3.44	\$3.51
77 pass	\$3.24	\$3.30	\$3.37	\$3.44	\$3.51
Lift "B"	\$2.35	\$2.40	\$2.44	\$2.49	\$2.54
Lift "C"	\$2.70	\$2.76	\$2.81	\$2.87	\$2.92
Lift "D"	\$3.24	\$3.30	\$3.37	\$3.44	\$3.51

Trailer cost per trip	\$62.94	\$64.20	\$65.48	\$66.79	\$68.13
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Section 19 - Extra-Curricular Trips Contract Pricing

Out Of Town Trips (Over 50 Miles)

Bus Size	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.81	\$1.85	\$1.88	\$1.92	\$1.96
22 pass	\$1.86	\$1.90	\$1.94	\$1.98	\$2.02
24 pass	\$1.91	\$1.95	\$1.99	\$2.03	\$2.07
36 pass	\$2.27	\$2.31	\$2.36	\$2.41	\$2.45
66 pass	\$3.17	\$3.23	\$3.30	\$3.36	\$3.43
77 pass	\$3.17	\$3.23	\$3.30	\$3.36	\$3.43
Lift "B"	\$2.27	\$2.31	\$2.36	\$2.41	\$2.45
Lift "C"	\$3.17	\$3.23	\$3.30	\$3.36	\$3.43
Lift "D"	\$3.17	\$3.23	\$3.30	\$3.36	\$3.43

Trailer cost per trip	\$62.94	\$64.20	\$65.48	\$66.79	\$68.13
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Minimum Charge	\$107.86	\$110.01	\$112.21	\$114.46	\$116.75
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Includes 2 hours of driving time

Cancelation Charge:	\$59.33	\$60.51	\$61.72	\$62.96	\$64.22
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Failure to cancel order within 2 hours for a local trip, or failure to call within 24 hours to cancel an out of town trip

Excess Driver Time:	\$20.33	\$20.73	\$21.15	\$21.57	\$22.00
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Per hour (driver time in excess of 2 hours tp be included in cost at this hourly rate)

Attachment A – Contract Pricing (Continued)

SECTION 20 - Activity Routes Contract Pricing d

2020-21	2021-22	2022-23	2023-24	2024-25
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Per /day (rated based on 2 hours of total time and 30 miles)

\$ 91.86	\$ 93.69	\$ 95.57	\$ 97.48	\$ 99.43
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Trips that exceed 2 hours driver time will be paid at a rate/ hour

\$ 37.03	\$ 37.77	\$ 38.53	\$ 39.30	\$ 40.08
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For trips that exceed 30 miles, mileage will be paid at a rate of per/mile

\$ 3.09	\$ 3.16	\$ 3.22	\$ 3.28	\$ 3.35
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Section 21 - Mid-Day Routes Contract Pricing

Bus Size

Type B 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type B Lift 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D Lift 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25	
\$85.81	\$87.53	\$89.28	\$91.06	\$92.89	
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	Per hour
\$2.59	\$2.64	\$2.69	\$2.75	\$2.80	Per mile
\$85.81	\$87.53	\$89.28	\$91.06	\$92.89	
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	Per hour
\$2.59	\$2.64	\$2.69	\$2.75	\$2.80	Per mile
\$87.06	\$88.81	\$90.58	\$92.39	\$94.24	
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	Per hour
\$3.58	\$3.65	\$3.73	\$3.80	\$3.88	Per mile
\$87.06	\$88.81	\$90.58	\$92.39	\$94.24	
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	Per hour
\$3.58	\$3.65	\$3.73	\$3.80	\$3.88	Per mile

Attachment A – Contract Pricing (Continued)**Section 22 - Summer School Contract Pricing****Type B 18-24 pass**

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type B Lift 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D Lift 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$125.69	\$128.20	\$130.77	\$133.38	\$136.05
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08
Per hour				
\$2.59	\$2.64	\$2.69	\$2.75	\$2.80
Per mile				
\$125.69	\$128.20	\$130.77	\$133.38	\$136.05
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08
Per hour				
\$2.59	\$2.64	\$2.69	\$2.75	\$2.80
Per mile				
\$136.78	\$139.51	\$142.30	\$145.15	\$148.05
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08
Per hour				
\$3.58	\$3.65	\$3.73	\$3.80	\$3.88
Per mile				
\$136.78	\$139.51	\$142.30	\$145.15	\$148.05
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.03	\$37.77	\$38.53	\$39.30	\$40.08
Per hour				
\$3.58	\$3.65	\$3.73	\$3.80	\$3.88
Per mile				

Attachment A – Contract Pricing (Continued)

Section 23 -Work Experience Routes Contract Pricing

Type III and B vans and buses

Bus Size

Type III vans

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$466.31	\$475.64	\$485.15	\$494.85	\$504.75
\$40.55	\$41.36	\$42.19	\$43.03	\$43.89
\$1.74	\$1.77	\$1.81	\$1.85	\$1.88

Type B 18-24 pass

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$466.31	\$475.64	\$485.15	\$494.85	\$504.75
\$40.55	\$41.36	\$42.19	\$43.03	\$43.89
\$2.09	\$2.13	\$2.18	\$2.22	\$2.26

Type B Lift 18-24 pass

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$466.31	\$475.64	\$485.15	\$494.85	\$504.75
\$40.55	\$41.36	\$42.19	\$43.03	\$43.89
\$2.09	\$2.13	\$2.18	\$2.22	\$2.26

Type III vans 7 passenger-van (leased)

2020-21	2021-22	2022-23	2023-24	2024-25	
\$105.00	\$107.10	\$109.24	\$110.43	\$113.66	per/day
2020-21	2021-22	2022-23	2023-24	2024-25	
\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	per mile



Anoka-Hennepin ISD #11
2727 North Ferry Street
Anoka MN 55303

Contract AHC567.1
Initial Contract

The Anoka-Hennepin ISD #11 hereby awards a contract for School Transportation Services per RFQ 20001Q and negotiations, to First Student, Inc., 11911 Champlin Drive, Champlin, MN. 55316.

CONTRACT TERMS

1. SCOPE

Anoka-Hennepin ISD #11 will have First Student, Inc as one of the Contract Vendors to provide School transportation for approximately 33,000 students to and from school each day on approximately 320 Regular Education and Special Education routes.

Currently, the District has 46 public school sites and 10 non-public and charter school sites. The 46 public schools sites consist of five high schools, six middle schools, twenty-six elementary schools, five specialty programs at current sites, an EBD center, two post-secondary special ed. programs (18-22 yr. olds), and three alternative learning centers.

2. DEFINITIONS

The term:

- **District** refers to Anoka-Hennepin ISD #11 and any department or board of the School District.
- **Contract Vendor** refers to the company that has been awarded a contract as a result of Quotation 20001Q.
- **Contract** refers to this agreement, which has been prepared according to the terms and conditions of Request for Quotation #20001Q ("Quote") and any addenda issued prior to the execution of this agreement. These documents form the contract, and are as fully a part of the contract as if attached to this agreement.
- **RFQ** means Request for Quotation
- **Bus or "school bus"** means refer to a motor vehicle operated by a licensed school bus driver for the purpose of transporting students.

3. CONTRACT PERIOD

The contract will commence on July 1, 2020 and continue through June 30, 2025.

4. CONTRACT PRICING

Pricing will remain firm for the full contract period. During the contract term, the Contract Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Contract Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

Refer to Attachment A for contract pricing.

5. ESCALATION – Not Applicable

6. CONTRACT REVIEW – Not Applicable

7. CONTRACT RENEWAL - Not Applicable

8. CONTRACT ASSIGNMENT

The Contract Vendor will not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment will contain a clause that states what the right of assignee is and that any

monies due to the Contract Vendor will be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

9. CONTRACT VENDOR PERFORMANCE

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

Contract Vendor must need to be aware that the District has the option to reduce the contract for performance issues that may impact service to students

10. REIMBURSEMENT OF LIQUIDATED DAMAGES

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Contract Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

11. CONTRACT VENDOR FINANCIAL STABILITY

The District may request a copy of the Contract Vendor's financial records prior to contract award or during the contract period.

12. CONTRACT REPORTS – Not Applicable

13. PURCHASE ORDERS – Not Applicable

14. QUANTITIES – Not Applicable

15. COMPLIANCE WITH LAWS

All items and services provided must comply in quality, type of materials, and methods of manufacture with all applicable Local, State, and Federal laws pertaining thereof.

16. RETURNS – Not Applicable

17. WARRANTY – Not Applicable

18. DELIVERY – Not Applicable

19. CONTRACT VENDOR PERSONNEL

All Contract Vendor personnel performing work on District property must wear a clearly visible school district name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

20. TAXES

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The District falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Contract Vendor to reclaim such charges.

21. PAYMENT

The Contract Vendors shall agree to bill the District based on the Transportation Department's printed billing schedule for services rendered within that month, in compliance with state law. If such billings are proper, the District shall make payments on the 15th and 30th of each month, commencing with September 15, 2020. The District shall make 18 payments each school year (not including special education summer program, additional overtime, field trips, athletics trips, and/or learning year billings).

22. INSURANCE AND BONDS

A. Insurance Requirements

The Contract Vendor shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the transportation services are provided insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of transportation services under this Contract or by anyone directly or indirectly employed by the Contract Vendor, or by anyone for whose acts the Contract Vendor may be liable.

1. Claims under workers compensation, disability benefit and other similar employee benefit acts, which are applicable to the services to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contract Vendor's employees
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contract Vendor's employees
4. Claims for damages insured by usual personal injury and advertising injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contract Vendor, or (2) by another person
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle
7. Claims involving contractual liability insurance applicable to the Contract Vendor's obligations under Section 2, below

The insurance required by this section shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation
 - a. State: Statutory
 - b. Employer's Liability:
 - \$ 1,000,000 Each accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease, Each Employee;
2. Commercial General Liability Occurrence Form
 - a. Bodily and Property Damage (Combined Single Limit):
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$1,000,000 Products/Completed Operations
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of two years after the final term of the Contract and the Contract Vendor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period.
 - c. Coverage shall be written using ISO CG0001 or its equivalent.
3. Automobile Liability (owned, non-owned, hired):
 - Bodily and Property Damage (Combined Single Limit):
 - \$5,000,000 Each Occurrence
 - Personal Injury Protection (no fault) as required by statute.
4. Umbrella Liability or Umbrella Excess:
 - \$5,000,000 Over Primary Insurance for both auto and general liability.

Prior to commencing transportation services under this contract, the Contract Vendor shall furnish to the District a certificate of insurance, in a form acceptable to the District, for each of the above coverage's which shall specifically set forth evidence of the required coverage and provide that the

coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the District. Such certifications and/or cancellation notices shall be provided to Anoka-Hennepin Schools, c/o Keith Paulson, Director of Transportation, 2727 N. Ferry Street, Anoka, MN 55303. The Contract Vendor shall also furnish to the District copies of endorsements that are subsequently issued amending coverage or limits.

Anoka Hennepin Independent School District #11 shall be listed as Additional Insured with respect to all policies excluding workers' compensation as per contract or agreement. Contract Vendor shall ensure that endorsements are promptly issued and provided to the District reflecting such additional insured coverage.

Contract Vendor shall procure insurance coverage to the fullest extent of the indemnification requirement.

B. Waiver of Subrogation

The Contract Vendor waives all rights against the District, its officials, volunteers and employees for damages to the extent covered by insurance required by this Contract. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

23. ACCESS TO RECORDS AND AUDIT

The Contract's Vendor books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Contract Vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

24. DISTRICT SUPPORT

The Contract Vendor must provide a dedicated account representative and accounts receivable to assure continuity of service and support to the District. The Contract Vendor must notify the District immediately of any changes in support staff.

25. PERMISSION TO PROCEED – Not Applicable

26. INDEPENDENT CONTRACTORS

The Contract Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

27. RESPONSIBLE CONTRACTOR – Not Applicable

28. PREVAILING WAGE – Not Applicable

29. OSHA

All Contract Vendors must comply with OSHA regulations where applicable to this contract in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

30. SAFETY

The Contract Vendor will comply with all state and federal laws as they relate to employee safety.

31. DISTRICT POLICY AND PROCEDURES

The Contract Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

32. SECURITY COMPLIANCE ON DISTRICT PROPERTY

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

33. HOLD HARMLESS

The Contract Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Contract Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Contract Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

34. FORCE MAJEURA

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party give notice as soon as possible to the other party regarding the inability to perform.

35. DUTIES TO MITIGATE

The contract between the District and the successful Contract Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this Proposal to enforce any of its terms (including all component parts of the proposal documents), and the District prevails in such suit, the Contract Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

36. DISCRIMINATION

During the performance of this contract, the Contract Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The Contract Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Contract Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

This contract may be canceled or terminated by the School Board and all money due, or to become due under the contract may be forfeited for any subsequent violation of the terms or conditions of this contract.

37. INFRINGEMENT ON ADJOINING PROPERTY – Not Applicable

38. TEMPORARY FACILITIES – Not Applicable

39. UTILITY CLEARANCES – Not Applicable

40. USE OF THE DISTRICT PROPERTY – Not Applicable

41. CLEANUP– Not Applicable

42. SPECIAL CONTROLS – Not Applicable

43. PUBLICITY AND ADVERTISING

Contract Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the District's Department of Public Relations.

44. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any employee or official of the District, elected or appointed, who take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

45. DAMAGE TO DISTRICT PROPERTY

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

46. MATERIAL AND QUALITY OF WORK – Not Applicable

47. QUOTATION SECURITY/PERFORMANCE BOND

A. *Quotation Security:* Each vendor must deposit with his/her sealed quotation, a certified or cashier's check in the amount of \$5,000 (five thousand dollars), or a bond in the amount of \$5,000 (five thousand dollars). This amount shall be forfeited to the Anoka-Hennepin Independent School District #11 and be treated as liquidated damages if the Contract Vendor to whom a contract is awarded fails to execute the contract.

B. *Performance Bond:* Successful Contract Vendor(s) must furnish a performance bond satisfactory to the District in the amount of 100% (one hundred percent) of the first year of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with this contract, in accordance with the terms of MN Statutes Section 574.26, annotated as amended. Performance bond may be required for the duration of the contract and extensions thereof.

*Cost of the performance bond should be included separately in the quotation on the appropriate line, and if later waived by the District, the cost would be deducted from the quotation price. At the District's option, the performance bond requirement may be waived after the quotation process is complete. If the District chooses to waive the bond, the NON-PERFORMANCE RESERVE DEDUCT SYSTEM will be enacted in place of the bond requirement. (See Section 48.)

48. NON-PERFORMANCE RESERVE DEDUCT SYSTEM

If the performance bond is waived, the District will withhold 5% (five percent) of the total contract payment per month for the first four months (September-December) of the school year as security for the successful performance of the contract. It is understood that should the reserve be depleted due to non-performance, as defined in this section, the District reserves the right to replenish the reserve by extending the number of months. This money will be retained by the District until the completion of the school year. Monies withheld from the Contract by the District under the terms of this section will not accrue interest.

Violations of the contract items will be subject to monetary deductions from the reserve on a monthly basis. Following the successful completion of each school year the remaining balance of the reserve will be returned to the Contract Vendor. The amount of the deduction for non-performance incidents shall be proportionately equal to the rate for service to be provided. (E.g. If only one trip of a three trip route is successfully completed, the District will deduct 2/3rds of the cost for service on the route.) Failure to run a route or a trip will result in the greatest deductions.

Conditions of non-performance include, but are not limited to, the following list of items. These incidents will result in a \$150 (One hundred and fifty dollars) deduction per occurrence:

1. Failure of the driver to arrive at stops or schools at the appointed time, in either the morning or afternoon. Driver must never run a trip ahead of the district-approved time schedule. A system will be implemented to account for the arrival time of buses at schools.
2. Failure of the driver to follow the established bus route as approved by the Director of Transportation or designee. This includes the arrival times at schools scheduled by the Transportation Department.
3. Failure of the Contract Vendor to perform any or all portions of the route (proportionate deduct).
4. Failure to immediately notify the school affected and the Transportation Department of vehicle breakdowns or late buses.
5. Failure to immediately notify the school affected and the Transportation Department of school bus accidents.
6. Failure of the driver to have in his/her bus the following items:
 - a. A route copy and map of the routes they are driving.
 - b. Bus emergency plans and/or health plans for students on board.
 - c. Emergency evacuation plans for each run of each route.
7. Failure of the driver to have a watch and follow the Transportation Department-approved time schedule for the route.
8. Failure of the driver to display the correct magnetic route number on the door side of the bus, as required by these Specifications. Only one route sign will be displayed at a time.
9. Failure of the driver to turn on and monitor the two-way radio whenever transporting District students or staff, on all to/from school routes, field trips, activity routes or athletic trips.
10. Failure of the driver to stop at a railroad crossing (unless marked exempt) and open the driver's window and the right service door. This procedure is to be followed whether loaded or empty. If failure to follow this procedure in any way jeopardizes the safety of students, the Director of Transportation may request that the driver be restricted from driving any routes or activities in the District.
11. Failure of the driver to maintain confidentiality of personal student information, for all students transported by the driver, whether regular or special education students.
12. Failure of the Contract Vendor to assign vehicles of proper capacity as needed and determined by the Transportation Department.
13. Failure to run a route on time because the driver is unfamiliar with the area.
14. Failure to have stand-by drivers who are familiar with the area in which they drive.
15. Failure to have all drivers pre-run their bus routes prior to the first day of school (including summer school).
16. Failure of drivers to obey the District NO SMOKING OR TOBACCO USE POLICY while on board their buses (loaded or empty).

17. Failure to use appropriate language by any Contract Vendor employee when dealing with the public, students, school staff, or district transportation staff.
18. Failure of a driver to properly display his/her district identification badge, on their outer garment, when entering a school or other district facility.
19. Unauthorized route changes, which is any route change made by a Contract Vendor or by a driver employed by a Contract Vendor, without authorization from the Transportation Department. Repeated violations may result in the suspension or removal of the violating driver from further service with the District and/or loss of route by the violating Contract.
20. Unauthorized passengers including but not limited to drivers friends or family.
21. Failure to perform guidelines as determined in these Specifications.
22. Repeated violations of the District-established policies and procedures.

The Transportation Department shall provide the Contract Vendor a written report of all incidents on non- performance that occurred in the preceding month. The Contract Vendor have 5 (five) working days in which to offer a written appeal to any of the incidents. The Transportation Department shall, at its sole discretion, make a determination as to whether the non-performance occurred and, if so, whether or not there are extenuating or mitigating circumstances, which eliminate the need for a deduction.

It is understood by the Contract Vendor that payment of any non-performance incidents does not preclude the Transportation Department from seeking additional remedies to the problems, including but not limited to, further monetary penalties and/or assignment of the route to another Vendor.

49. SPECIFIC CONTRACT CONSIDERATIONS

1. Route Elimination/Consolidation. The Anoka-Hennepin Independent District #11 Transportation Department reserves the right to increase, decrease, consolidate or eliminate routes when it is in the best interest of the school district.
2. If there are "inclement weather days," the school district will withhold payment for the first 2 days. Any additional days will be reimbursed under the normal contract rates.
3. These Specifications, Exhibits, and Appendices are the quotation guidelines and the operating sections of the contract for transportation services. Contract Vendors are expected to be familiar with the provisions contained in these Specifications, Exhibits, and Appendices both in preparation of the quotation and in all subsequent transportation operations for the District resulting from award of service under these specifications.
4. Other Contract Requirements
The contract awarded to the successful Contract Vendor shall be in full force and effect commencing on the first day of July 2020 and ending in accordance with the terms and conditions included in these Specifications. The number of students transported on each bus by the Contract Vendor shall as nearly as possible conform to guidelines adopted by the School Board. In the event that other unusual situations develop that are not covered in these specifications, the District or Contract Vendor may request modification to the contract upon receipt of written request from either party. These unusual situations may include, but are not limited to, the following: fire, riots, war, picketing, civil commotion, labor disputes, school strikes, split session, early dismissals or four-day weeks.

The District reserves the right to take whatever action is deemed necessary under the above listed situations to continue safe transportation for its students. The Contract Vendor shall provide the District with prompt, efficient and quality transportation services at all times. Failure to provide this service shall be considered non-performance. Issues of non-performance will be determined by the Director of Transportation and dealt with in accordance with Section 8 of the Specifications in the RFQ..

The Contract Vendor(s) will be familiar with all transportation policies and keep up to date if there are any policy changes.

5. The number of passengers who may be transported in any school bus shall not exceed the body manufacturer's rated seating capacity. Since the actual number of students transported will vary from week to week, the Director of Transportation will determine the capacity needs for all school buses and reserves the right to change buses to meet the needs of the District.

50. SUBCONTRACTING

Any Contract Vendor desiring to subcontract work under this contract must obtain the written permission of Anoka-Hennepin District #11 prior to the implementation of the subcontracting agreement. The Director of Transportation of Anoka-Hennepin Independent District #11 must approve the subcontract agreement before approval by the School Board. The Contract Vendor requesting the subcontracting of service under this quotation must include in the subcontract the requirement that the sub-contractor follow the Specifications for Pupil Transportation 2020-21 of Anoka-Hennepin Independent District #11. This requirement must be stated on the subcontractor's contract forms before approval by the Director of Transportation of Anoka-Hennepin Independent District #11. All standards contained in these Specifications, including the insurance requirements under Section 1, 7A, will apply to all subcontractors.

51. TERMINAL FACILITIES

1. *Terminal Facilities:* To operate Anoka-Hennepin Independent District #11 routes, successful Contract Vendors must have facilities within the boundaries of the district or within 20 minutes driving time of the school district boundary. Terminal facilities shall include administrative offices, dispatch facilities with two-way radio capabilities, fuel storage tanks and pumps with a minimum capacity of 10,000 gallons of fuel, storage facilities for the number of buses required to fulfill their contract (including spare vehicles). All buses will be stored in the protection of a garage with power plug-ins and/or diesel-fuel-powered engine heaters for all buses. Provide data access for time clock and computer systems for bus Para-educator located at the reporting facility.
2. *Communications:* Facilities will also include one plain paper facsimile machine for the purpose of communicating route changes, problem reports and other operational matters. Contract Vendor will provide at least two incoming phone lines to the terminal and one of the following for emergency communication: a cellular phone or an unpublished phone number. Company must respond to customer calls in a timely fashion. Working e-mail addresses for all office and dispatch staff. Access to Google Shared Drive.
3. *Computerized Routing:* Facilities will be adequate to perform computerized routing on line/real time with the Transportation Department. Contract Vendor will provide hardware that meets the District specifications for the performance of the Transportation Department computer systems. Hardware and data lines will need periodic upgrades and the Contract Vendor is aware that these upgrades will be his/her responsibility. Contract Vendor will provide staff that is knowledgeable in the use of software utilized by the Transportation Department.
4. *GPS:* The Contract Vendor must provide a GPS connection to interact with our Transfinder routing software. GPS must be able to "ping" at least every 5 seconds this is in order to provide accurate locations and to provide accurate plan vs. actual route performance.

52. GENERAL OPERATIONS

1. Contract Vendor shall transport public and non-public Anoka-Hennepin Independent District #11 resident students and open-enrolled public school non-resident students who meet the eligibility criteria of the Minnesota Department of Education. On occasion, it may be necessary to transport a resident student to a program or school outside the geographic boundary of the school district. The Director of Transportation will authorize all eligible students and bus routes. Contract Vendor agrees to implement changes within three working days from the initial request and sooner than three days when possible to safely accommodate the change.
2. The Anoka-Hennepin Independent District #11 shall have exclusive use of all vehicles while those vehicles are performing to and from school routes, field trips, activity trips, or any other school-related services. This paragraph prohibits the Contract Vendor from using contracted vehicles to provide service to any other group or organization. This paragraph shall not prohibit the school district from assigning various school groups to routes. This clause shall not prohibit the Contract Vendor from chartering vehicles to outside groups or organizations when vehicles are not under service to the school district.

3. Contract Vendor to furnish school buses that meet or exceed the "National Standards for School Buses and Operations" adopted by the 2010 Fifteenth National Conference on School Transportation and comply with the unique requirements of the Anoka-Hennepin Independent District #11 as established in these Specifications. Buses will comply with all Federal and State of Minnesota regulations, laws, and rules at the time of original purchase in the State of Minnesota. (See Appendix VI, Definitions and Types of School Buses of these Specifications.)
4. Contract Vendor shall keep the buses properly housed so as to insure warmth and comfort for students transported therein. All buses that are not stored inside shall be plugged in or have engine heaters activated to insure starts in sub-zero weather. To ensure that all buses can be started in cold weather, Contract Vendor will provide a backup system of mechanics to start buses and/or an alarm system to notify key personnel in the event of a power failure.
5. Contract Vendor is required to have the buses maintained by qualified mechanics so that they are in excellent mechanical condition at all times. The Contract Vendor will demonstrate a preventative maintenance program that involves the bus drivers, mechanics, and all staff in insuring that only safe school buses operate in the Anoka-Hennepin Independent District #11 at all times.
6. Contract Vendor shall keep the bus fleet clean and neat in appearance. Buses will be washed and interiors cleaned, when weather permits for the purpose of insuring the high visibility of the school bus's yellow color and reflectorization on the bus, and to provide a clean environment for bus passengers.
7. The Contract Vendor is required to employ at least one (1) person, approved by the Director of Transportation and Transportation Safety Coordinator, in the capacity of Safety Director/Coordinator, who is assigned exclusively to service the safety needs of this contract. The Safety Director/Coordinator must be assigned full-time to school bus driver training, safety, and route supervision. The Safety Director/Coordinator **may not** be a school bus driver performing safety duties on a part-time basis. If a Contract Vendor has multiple locations serving multiple contract areas within the district, there will be one Safety Director/Coordinator at each location.
8. The Contract Vendor is required to have safety/route supervisory personnel monitor the performance of contract drivers providing District service through route observation and ride-along observations. Contract Vendor is required to have safety/route supervisory personnel available to respond to specific requests and problems related to route safety and non-performance. It is expected that the amount of time spend on street safety/route supervision will correspond to the number of buses under contract to the District.
9. Contract Vendor staff members involved in safety activities are required to attend monthly District Transportation Safety Meetings to review District policies and procedures, discuss existing or potential problems or conflicts, and to review areas of concern either to the Contract Vendor or to the District. Further, Contract Vendor agrees to assign at least one driver to attend the monthly meetings, to be a participant in the monthly accident review session, which ends each monthly meeting.
10. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system is required to attend monthly Users' meetings with District staff, to review policies and procedures, to attend all scheduled meetings for software training, and to be involved in setting standards for the use and implementation of the routing system.
11. Contract Vendor staff involved in utilizing the Transportation Department's computerized routing system will be responsible for reviewing and correcting overload situations on routes in their contract area.
12. The Contract Vendor is responsible for ensuring that management, dispatch, safety and supervisory personnel are familiar with the contents and requirements of these Specifications in regard to their area of responsibility.

13. The Contract Vendor agrees to add the Appendices of these contract specifications to their company's driver handbook to ensure that drivers are aware of their responsibilities under this contract.
14. The Contract Vendor agrees to adopt a formal written policy and procedure for checking all school buses operating under this contract for sleeping students. This policy and procedure shall be based upon the "placard system" and must include mandatory disciplinary actions for failure of the driver to check the school bus, whether or not a sleeping student is actually on board.

The policy shall, at a minimum, require the driver to walk the full length of the school bus and check for any remaining students whenever:

- a. The driver finishes a school run
- b. The driver returns to the terminal
- c. The driver leaves the vehicle

The policy shall further require that the driver place a magnetic placard, which says EMPTY, in the rear window the school bus indicating that the bus has been checked in any of the above situations. Upon returning to the vehicle, or leaving the terminal, the driver shall remove the placard and return it to the driver's area of the bus.

15. The Contract Vendor will provide Anoka-Hennepin independent School District #11 with 4 hand-held two-way radios and chargers for the district to monitor and radio buses serving the school district.

53. DRIVER REQUIREMENTS

1. Each Contract Vendor shall hold each driver responsible for complying with the provisions of these Specifications.
2. Each Contract Vendor shall screen, hire, train and employ only the most qualified and caring bus drivers.
3. Pre-employment: Contract Vendor will require at least a five-year employment history on all new hires. Contract Vendor agrees to make appropriate criminal background checks and motor vehicle license checks on all new drivers as required by law. The Transportation Department will audit driver files at least twice during the school year on a random selection process at the Contract Vendor's facility.
4. Contract Vendor will insure to the best of his/her ability that all drivers are free from the influence of alcohol or mood/mind-altering substances, legally or illegally obtained, during their duty day as a school bus driver. In accordance with MN Statue 169A.31, **no driver shall operate or have physical control of a school bus under contract to the District with any presence of alcohol in their system.**

Further, no driver operating a school bus under contract with the District shall consume any beverage with alcoholic content within 10 (ten) hours of going on duty, operating, or having physical control of a school bus. Nor shall any driver operating a school bus under contract with the District consume a beverage with any alcoholic content while on duty, operating, or having physical control of a school bus.

Any driver found in violation of these provisions shall be immediately removed from any further driving in the District. The Transportation Department will immediately notify the police about any driver found to be operating a school bus in an alcohol-impaired condition and shall pursue the full prosecution of such a driver.

Contract Vendor will submit a copy of their drug and alcohol-testing program prior to the start of the school year, pursuant to the requirements of the Federal Motor Safety Regulations as contained in Section 49, Code of Federal regulations, Part 40, effective January 1, 1995. The program must contain pre-employment, incident, post-accident, and random testing for alcohol and controlled substances.

5. Drivers will obtain a school bus physical exam and at all times meet the physical requirements of law to perform their duties. Drivers will at all times meet the health standards imposed by the State of Minnesota. The school district may request an additional physical exam if deemed necessary.

6. Drivers will have in their possession a valid Minnesota Commercial Driver's License for the class of vehicle, which they are operating, or the equivalent out-of-state Commercial Driver's License with a school bus and passenger endorsement. Drivers are required to carry their license with them while on duty and submit it for inspection upon request of a District Transportation staff member.
7. Further details regarding Bus Driver Qualifications can be found in Appendix III, of these Specifications.
8. Drivers will be required to wear a District I.D. Badge at all times while on duty. The Transportation Department will provide the badges and the Contract Vendor agrees to schedule drivers to have their picture taken prior to the start of each new school year.
9. Driver Disqualification: It is the policy of Anoka-Hennepin Independent District #11 #11 to follow the school bus driver disqualification conditions outlined in the Minnesota Department of Public Safety Rules section 7414.0400. No Contract Vendor shall place a driver in service, in the Anoka-Hennepin Independent District #11, who has been reinstated from disqualification under section 7414.0400 by a letter from the Contract Vendor who employs them or by any other employer.
10. Driver Discipline: It is the responsibility of the Contract Vendor to insure that his/her drivers operate their school buses safely at all times and provide an atmosphere on the bus which is comfortable, free of harassment and safe for all students. In addition to the terms of employment with the Contract Vendor, the drivers are bound by Transportation Department expectations for service and failure to meet those expectations may result in the Transportation Department suspending or terminating the service of the offending driver within the District under the terms of this contract.

The following are examples of violations that may result in the Transportation Department removing a driver from service. The violations include, but are not limited to:

- a. Speeding
 - b. Traveling too fast or following too close for conditions or in residential areas
 - c. Failing to obey traffic laws
 - d. Traveling at an unsafe speed in a school loading zone
 - e. Backing up a bus in a school loading zone
 - f. Using the 8-light system in an unsafe, improper or illegal manner
 - g. Making unauthorized or "sweetheart" bus stops
 - h. Failure to report accident or incidents as required by law and student transportation policy
 - i. Use of alcohol or controlled substance(s) while on duty
 - j. Any sexually inappropriate actions or suggestions toward students, staff or parents
 - k. Any racially inappropriate actions or suggestions toward students, staff or parents
 - l. Failure to check bus for sleeping students at the completion of each trip
 - m. Possession of any weapon while on duty (defined in district weapons policy, see App. XI)
 - n. Any contact between driver and student outside of work that is not approved by an immediate supervisor or the student's family
 - o. Provision of alcohol or controlled substance(s) to a student
 - p. Failure to secure areas around the bus "danger zone" before moving the bus, resulting in the potential for, or actual injury to, the students outside the bus
 - q. Failure to complete a pre-trip inspection/safety check before the beginning of each route or field trip
 - r. Use of the public address system in the bus in an abusive manner toward students or the public
 - s. Inappropriate use of the brakes, swerving or other use of the school bus as a disciplinary tool
 - t. Failure of the driver to verify students' bus passes which permit them to ride the bus
 - u. Refusal to transport any particular students without prior supervisory approval
 - v. Displaying multiple route signs on the bus while driving an a.m., noon, or p.m. route
 - w. Inappropriate use of a cell phone (call, photo, video or text)
 - x. Failure to properly operate wheelchair lift or secure wheelchair/student
 - y. Having unauthorized passengers (not pre-approved by school district) on the bus (drivers' family, friends or children)
 - z. Failure to follow the route copy
11. Driver Training:
 - a. Pre-Service Training: Contract Vendor agrees to provide pre-service and in-service training as prescribed by Minnesota Statute 171.321 subdivision 4. Anoka-Hennepin requires pre-service

training of 40 hours, which will consist of a minimum of 24 hours behind the wheel and 16 hours of classroom instruction. Training for drivers of special education routes will include proper handling and securement of wheelchairs, operation of lift equipment (including instruction and practice in the operation of the lift in the manual mode in the event of an electrical or control unit failure), information about disabling conditions, and behavior management for students with special needs.

- b. In-Service Training: Contract Vendor agrees to conduct one safety meeting every month of the school year beginning in August with required attendance by all drivers employed for service under this contract. Minutes of each meeting will be sent to the Transportation Department. Topics of the safety meetings will vary to include, but not be limited to, the following areas:
 - 1. Defensive Driving
 - 2. Human Relations/Customer Service
 - 3. Behavior Management
 - 4. Basic first aid knowledge
 - 5. District policies, state laws and federal regulations pertaining to school buses
 - 6. Accident preparedness and emergency procedures
 - 7. Winter driving techniques
 - 8. Railroad crossing procedures
 - 9. Local district issues and policies regarding harassment, bullying, weapons and bus discipline
 - 10. Blood-borne pathogens and body fluid clean-up procedures
 - 11. Understanding of and behavior management for students in ESL (English as a Second Language) programs
 - 12. Bullying and harassment on the bus
 - 13. Traffic Watch Program
- c. Special education transportation topics, which include:
 - 1. Early Childhood/Special Ed
 - 2. Wheelchair/lift and car seat securement in a school bus
 - 3. Special needs bus evacuation
 - 4. Disability information, including recognizing and managing seizures
 - 5. Understanding the concept of confidentiality (of student information)

Minnesota Statute 171.321 subdivision 5 specifies that drivers will receive a driving evaluation at least once a year. The Contract Vendor agrees to forward a copy of certification of the evaluation on all drivers to the Transportation Department.

54. DRIVER'S ROUTE PROCEDURES

The school bus driver shall be alert and comply with all Minnesota Statutes pertaining to the operation of a motor vehicle (Highway Traffic Regulations Act) while driving a school bus. The driver shall also comply with all rules and regulations of the Minnesota Department of Public Safety (DPS) covering the operation of a school bus. Each driver will be responsible to understand and comply fully with the obligations, operating rules and special procedures as stated in these Specifications and Appendices.

Drivers shall transport students on routes and make stops according to the timetable designated by the School Board and/or Director of Transportation, and in accordance with the rules and procedures for to and from school routes and all school-related activities as outlined in Appendix I of the Specifications in the RFQ..

55. EQUIPMENT REQUIREMENTS

If the Contract Vendor owns, or currently leases, less than 80% of the school buses required in their quotation, they will provide the District an irrevocable letter of credit issued by a financial institution acceptable to the district, in favor of the manufacturer in the full amount of the purchase price. The Contract Vendor must certify that the letter of credit is a true and correct copy of the original letter of credit.

1. NEW EQUIPMENT

- a. A certification from the manufacturer or the manufacturer's authorized representative that such equipment will be provided for service prior to the commencement date of performance.
- b. A certification from the manufacturer or the manufacturer's authorized representative of the purchase price.

2. USED EQUIPMENT

- a. A certificate from the present owner of the equipment stating that the equipment will be provided for service prior to the commencement date for performance.
- b. Certification of ownership by the owner of the equipment with a representation that the amount of liens or encumbrances are less than the purchase price.
- c. A fully executed purchase agreement for the sale of said equipment.

3. LEASED EQUIPMENT

- a. A certificate from the present owner of the equipment that the equipment will be provided for service prior to the commencement date of performance.
- b. Certification of ownership by the owner of the equipment.
- c. A fully executed copy of the lease for said equipment.

The agreement for lease or the purchase of equipment must be unconditional except that any purchase agreement or lease may include a contingency in favor of the Contract Vendor, which would permit termination of the said purchase agreement or lease in the event the Contract Vendor is not awarded the contract pursuant to these specifications.

The Contract Vendor agrees to provide school buses for this contract that are safe, clean in appearance, and meet all the State of Minnesota, Federal and District laws, rules, and requirements. All vehicles used in the District for the purpose of transporting students to and from school and school-related activities must meet the following District requirements in addition to all requirements in current law and regulation:

1. All vehicles transporting all students to and from school, on field trips, activity trips, or on between-building programs, must be equipped with working two-way radio equipment. The radio equipment must be turned on and monitored by the driver whenever transporting District students or staff. The radio system must be adequate to provide effective communication between the Contract Vendor's operational office and any route vehicle anywhere within the areas of the school district where the Contract Vendor receives route assignments. Any situation in which the radio is required and found to be not functional will result in a non-performance deduction under the terms of these specifications and will result in a \$150 fine per occurrence.
2. Contract Vendor agrees to provide spare buses at the rate of 10% of the route buses awarded under the terms of this contract.
3. Age Requirements:
 - a. All regular route buses operating under this contract will have an average age of six (6) years old. No route bus will be more than twelve (12) years old during each year of the contract or subsequent contracts. Example: In the 2020-21 school year, the oldest regular duty bus will be a 2009 model bus. The age of the bus is determined by the manufacturer plate on the interior of the bus body.
 - b. All spare buses operating under this contract will be fifteen (15) years old or newer during each year of the contract and any or all extensions of this contract. Example: In the 2020-21 school year, the oldest spare bus allowed under this contract will be a 2006 model bus. The age of the bus is determined by the manufacturer plate in the interior of the bus body.
4. Capacity – Contract Vendor agrees to provide 77-passenger buses for regular ed. routes, unless requested otherwise.
5. Identification: All buses will be identified by the name of the Contract Vendor operating the bus. All buses will be identified by a coordinated numbering system upon consultation with the District Transportation Office. The numbers located under the front window behind the front service door are the numbers most students refer to in the Anoka-Hennepin Independent District #11 when they look for their bus. Contract Vendor agrees that when spare buses are used to replace a regular route bus, the driver will place a magnetized sign over the spare bus number with the number of the bus it replaced. This system eliminates the confusion of window signs and students missing their bus. Route numbers and bus numbers are synonymous in Anoka-Hennepin.

NOTE: Special education route buses will at all times use a magnetized route number sign, to be displayed to the left of the front service door. If a driver uses the same bus all day for routes with different numbers, only one (1) route number will be displayed at a time.

6. Trailers: Contract Vendor agrees to provide at least 4 (four) trailers per location for use with field trip and charter buses as needed.
7. Student Securement/Restrain Systems: The Transportation Department will provide car seats, infant seats, booster seats, restraints and any other necessary student securement/restraint systems that are needed under the terms of the contract and the laws pertaining to special education. Contract Vendor agrees to store these items at their facility, maintain them, inventory them at the close of each school year, and forward the inventory to the District Transportation Office.

The Contract Vendor will purchase "integrated" seats (that include a something similar to a star-seat) in the first three rows of special education buses and the first two rows of big buses.

8. P.A. Systems: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a public address system with a minimum of two interior speakers and one exterior speaker for the purposes of communicating with students inside and around the "danger zones" outside of the school bus.
9. Stop Arms: Contract Vendor agrees that all newly purchased equipment (Type A, B, C, D) will include a stop arm that utilizes an LED system OR a flashing lighted stop arm.
10. Video Student Monitoring: The Contract Vendor agrees to purchase and install a digital video surveillance system for the buses operating under this contract. The system will be specified by the Transportation Department to assure one district-wide system that is consistent. Seon is the current system. Any other system would require approval from the Transportation Department. The system will include three (3) on-board day/night cameras for Types A & B buses, and four (4) on-board day/night cameras for Types C & D. The system will also have a large enough storage capacity for 30 days of data. The Contract Vendor further agrees to maintain the system and replace components as necessary. The Contract Vendor further agrees to provide at least one "reader" at the bus facility and provide 5 "readers" per quotation area for school district use. The Contract Vendor will follow the Anoka-Hennepin Digital Video Camera Policy (see Appendix IX of these Specifications). Any new video equipment will download data over WIFI to provide video access to district and school staff. Finally, the Contract Vendor agrees to properly maintain the equipment and replace any defective systems before returning to route. Wide-angle side view camera on new buses is preferred. Note - the video data is the property of the Anoka-Hennepin Independent District #11.
11. Student Crossing Gates: The Contract Vendor agrees to provide crossing gates for all Type A, B, C and D buses used in this contract. Contract Vendor agrees to install the crossing gates, maintain them, and train drivers in the proper use of the gates.
12. A school bus of any type operating under this contract with Anoka-Hennepin, transporting students and/or staff on any to/from school routes, field trip or activity trip will not be allowed to display any type of advertising signage on the inside or outside of the bus. This does not include the Contract Vendor's name, address, bus number, or other legally required letters such as common carrier identification numbers.
13. No Type A, B, C or D school bus operating under this contract shall be equipped with overhead book racks.
14. All Type A, B, C or D school buses transporting students to or from school must have the number of the individual seats clearly displayed above the seats on the area above the inside roof line.
15. Required Safety Equipment: Contract Vendor agrees to install the following safety equipment in each Type A, B, C, and D school buses operating under this contract:
 - a. Body Fluid Clean-Up Kit: Kit must be located in the front driver's compartment or bulkhead of the school bus. Contract Vendor will provide kits for all buses under this contract.

- b. School Bus Discipline Rules: Contract Vendor agrees to locate District rules poster on bulkhead of bus. District will provide copies for each bus.
 - c. Sleeping Children Sticker: Contract Vendor agrees to place "Always check your bus for sleeping children" sticker on the dash of bus near the driver's steering wheel. Contract Vendor will supply stickers for all buses operating under this contract.
 - d. Magnetized "EMPTY" Placard: Contract Vendor agrees to provide a magnetized EMPTY placard which is intended to be displayed in the rear window of the bus after the driver has check the bus children, at the end of each to or from school route, field trip or activity trip.
 - e. Crossing Directions for Students: Contract Vendor agrees to place an "Always cross ten feet in front of the bus" sticker on the bulkhead of the bus. Contract Vendor will supply stickers for all buses operating under this contract.
 - f. Seatbelt Cutters: Contract Vendor agrees to provide and install 2 (two) seatbelt cutters on each school bus equipped with seatbelts, child securement devices, and/or wheelchair tie-down straps.
 - g. Vinyl Gloves: Contract Vendor will include vinyl gloves in first aid kit and body fluid clean-up kit for the purpose of cleaning up body fluids.
16. Wheelchair Lift Equipment: Successful Contract Vendors agree to equip wheelchair lift equipment that meets all A.D.A. requirements, other Federal requirements, and State of Minnesota rules and laws. In the event the Transportation Department opts to include lift equipment in the Areas A, B and C of this contract, the successful Contract Vendor(s) will either provide the necessary equipment or relinquish those routes to the District for assignment to another Contract Vendor.*
- *An example where this may happen: Due to the "least restrictive environment" requirements and goals of the District for special needs students, the parent/guardian requests that their child (who uses a wheelchair) ride the "regular" route bus in the neighborhood. If the Transportation Department's analysis of costs and other factors determines that this is a reasonable request, the Contract Vendor will be asked to install a lift, and/or purchase the necessary equipment to fulfill the request. The rate of pay will change to the appropriate level for the added equipment.
17. All lift buses operating under this contract must be equipped with an emergency fire blanket for use in an emergency "drag type" of evacuation of students who use wheelchairs. The blanket must be at least 62" x 80", must be of a wool or wool/nylon composition (such as those commonly called an "Army blanket") and must be contained in a covered protective case.
18. All lift buses will meet the following criteria in regard to the placement of the lift and wheelchair securement area: On Type C and D buses the lift door, lift, and wheelchair securement area will be located in front of the rear axle. Lift doors, lifts and wheelchair securement areas located behind the rear axle are only acceptable if the bus is purchased with an air brake system and rear air suspension.
19. All lift buses operating under this contract must be equipped with an emergency blanket, made of aluminum-laminated polyethylene (sometimes called "space blankets") to provide an extra layer of protection during emergency evacuation situations for students who use wheelchairs or others who would be particularly sensitive to the cold. Emergency blankets will be provided by the District to Contract Vendor upon request. Drivers are urged to carry one blanket for each student who uses a wheelchair. These blankets may also be used to provide additional warmth for students during to and from school routes in non-emergency situations.
20. Inspection(s) by District: The condition of each school bus and the safety/emergency equipment on the bus shall be subject to inspection at all times by Transportation Department personnel. Buses will be subject to the inspection criteria as is contained in the Minnesota State School Bus Inspection Manual and all additional equipment and requirements contained in these specifications.
21. Alternative Fuels: No school bus operated on route, field trip or activity trip service under this contract may be fueled by compressed natural gas (CNG). The School District IS interested in Contract Vendors using Propane to reduce emissions and costs for operating buses.

22. Idling buses: Contract Vendor will be cognizant of concerns with fuel emissions and instruct their drivers to limit idling time at school when appropriate or recommended by the Transportation Department. In addition, buses will not be parked near fresh air intakes at school locations whenever possible. (See Appendix XIII - Policy for School Bus Idling for further information.)
23. Repair of Critical Safety Systems: All repairs to the brake, steering, or other critical safety systems on school buses operating under this contract shall be made with parts made by, or approved by, the manufacturer of the chassis or the original equipment manufacturer of the chassis component.
24. Preventative Maintenance Program: Each Contract Vendor shall conduct a preventative maintenance program covering all vehicles operated under this contract. This program shall operate throughout the year and shall be structured to maintain equipment in safe and reliable operating condition with major emphasis on preventing failures on the road.

As part of the program, each Contract Vendor shall systematically inspect and maintain all vehicles operating under this contract to ensure that they are in safe and proper operating condition. All Contract Vendors shall follow or exceed the manufacturer's recommended maintenance schedules for all maintenance areas including, but not limited to, oil changes, lubrication, coolant additives, belt and hose replacement, component replacement, etc.
25. Pre-Service and In-Service Training for Mechanics and Maintenance Personnel: The Contract Vendor shall ensure that all mechanics and other maintenance personnel are properly trained and qualified to maintain the equipment utilized under this contract. The Contract Vendor shall also ensure that all mechanics and maintenance personnel have timely knowledge of changes in laws, regulations, equipment specifications and repair procedures necessary to safely maintain transportation equipment.
26. Vehicle Service Records: Each Contract Vendor shall maintain records of each vehicle serviced for mechanical failure, normal preventative maintenance or manufacturer's recall or advisory. The maintenance records of all vehicles operating under this contract shall be retained for a minimum of three (3) years following the end of the term of this contract and shall be subject to inspection by District transportation safety staff at any time upon request.
27. Inspection of Maintenance Records: The contract shall make the vehicle service records required under item 26 above in these Specifications available to District transportation administrative and safety staff at any time and shall supply copies of specific records upon request.
28. Any bus purchase grant awards (like the Volkswagen grant) will offset an equal dollar amount of the total overall contracted amount for the school district. If grants are awarded through a Minnesota agency, the buses must be used to serve Minnesota students, until the contract has expired.
29. The bus companies must provide a parent app and district dashboard that tracks buses in live time as specified by the school district. This includes dashboards for district staff to monitor on time performance, facilitate communication with families and on time performance notifications through an app for parents. The system must be compatible with Transfinder and must be approved by the school district. We currently use the Firstview app. Any change from this system must be approved by the school district. The app must be compatible and consistent throughout the entire yellow bus fleet (and various bus companies).

56. REPORTING REQUIREMENTS

The Contract Vendor agrees to provide (if requested) the following reports to the District:

1. Upon Submitting Quotation:
 - a. Equipment List: List of all vehicles by bus number, bus type, registration number, age, chassis, body, engine type in addition, size, capacity, mileage, two-way radio type and wheelchair lift if so equipped.
 - b. Drivers' List: Includes all route and substitute drivers, listed by name, address and driver's license number.
 - c. Staff List: Indicate the names, years of experience and positions of all support, safety and management staff.

- d. Physical Description of Facilities: Address, number of buildings, shop facilities, total square footage of shop, storage, dispatch and drivers' areas. Description of bus washing procedures/facilities. If the property has not been secured, the Vendor must show evidence of acquisition/lease agreements for the facilities that meet the terms and conditions of these specifications prior to award of the contract.
2. Upon Award of Contract:
- a. Motor Vehicle Records (MVR): At least two times during each school year the school district will conduct a random audit of selected drivers currently employed to drive any school-related trips for the District. The Vendor will obtain the MVRs from the MN Department of Public Safety at least two times a year (October 31st and January 31st). Vendor further agrees to provide to the District a written statement of their company criteria for accepting rejecting an applicant or driver based on the individual's MVR.
 - b. Vehicle Inspection Reports: After the MN Department of Public Safety school bus annual inspection, or after any random inspections, which may occur, the Vendor agrees obtain a copy of inspection results from DPS and forward it to the district (electronically or on paper) within 10 days of inspection.
 - c. Accident Reports: The Vendor will immediately e-mail and may call both the school involved and the Transportation Department to report any and all accidents that occur in the District. This same stipulation regarding notification will apply if a school bus is involved in an accident outside the District on field trips or activity trips. The Vendor agrees to submit a written report within 48 hours of the accident and supply any police reports to the District as well. It is further provided that the accident reports herein are subject to all applicable data privacy statutes.
 - d. Monthly Load Analysis: The Vendor will submit monthly load counts on each school bus trip – a.m., midday, p.m., and activity. The report format will include the bus number, school served, capacity of the bus and actual ridership. Load counts can also be entered within the routing software.
 - e. Late Buses/Vehicle Breakdowns: The Vendor agrees to report all late bus situations or vehicle breakdowns, at the time of the occurrence, to both the school involved and to the Transportation Department via e-mail in a timely fashion (Within the same route time AM, Noon or PM). Reports must be made first to the school, so they can respond to request for information about a late bus.
 - f. Fuel Reports: Vendor agrees to maintain records documenting the quantity and cost of all fuels purchased under this contract and submit this documentation with all payments or invoice associated with the fuel clause in this contract.
 - g. Discipline Reports: Vendor agrees to work with the Transportation Department and the individual schools in the completion of student discipline forms that are fundamental to the School Bus Discipline Policy of the District. Vendor will provide a form for drivers to complete with incident information. The driver will complete the form at the end of the route, turn the form in to the safety office, and the safety staff will input the information into the Bus Conduct computerized discipline system. Vendor will strive to input the data and forward the information to the school prior to the next school day so that appropriate and timely discipline for infractions may occur.
 - h. Stop Arm Violations: Vendor will keep track of all stop arm violations on a computer database and turn in this information to the District whenever it is requested or necessary. While not required, it is desired that buses have a stop-arm camera.
 - i. Drug and Alcohol Testing Program: Vendor will provide documentation on pre-employment, reasonable suspicions, post-accident and random testing procedures and practices for alcohol and controlled substances of all school bus drivers in their employ.
 - j. Insurance Certificates: Vendor will provide proof of insurance that meets the criteria of Section R of these Specifications by August 1st preceding each school year of this contract.
 - k. Route time changes: Vendor to notify school about route time changes of more than 5 minutes on regular ed. bus routes.
 - l. Vendor to deliver a copy of their company driver's manual to the District prior to the beginning of each school year.

- m. Miscellaneous: Vendor agrees to cooperate with the Transportation Department in formulating, maintaining and submitting any and all reports the Transportation Department deems necessary for the purpose of safely and efficiently transporting students.

57. AM/PM BUS QUOTATION SCHEDULE

Rates indicated on the quotation sheet for this section will be for the school year(s) specified. Any extensions of this contract will be based on the quotations provided, negotiations or a quote process. The contracted prices for AM/PM daily rates can be found in the specifications located in Attachment A.

58. OVERTIME PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. The contracted pricing for Overtime Payments can be located in specifications located in Attachment A.

59. OVER-MILEAGE PAYMENTS

It is the intention of the Transportation Department that the rates quoted in Attachment A. shall compensate the Contract Vendor for all costs associated with transporting District students to and from their assigned bus stops every day of the school year. Over-mileage will be paid only on routes that travel outside the District on assignments to schools or programs in other districts. Only vehicles that travel over 2000 miles per month (month calculated for the purpose of this section as 19 days) will be paid over-mileage based on the quote in this section. The Over-Mileage Payments can be found in these specifications located in Attachment A.

60. EARLY CHILDHOOD/SPECIAL ED.

If applicable, Early Childhood/Special Education routes should be quoted in Attachment A. The Transportation Department reserves the right to add other trips to Early Childhood/Special Education routes. The rates for Early Childhood/Special Education can be found in these specifications located in Attachment A.

61. EXTRA-CURRICULAR TRIPS

Between the hours of 2:30 p.m. and 4:00 p.m., Monday through Friday, Vendor agrees to provide extra-curricular buses and drivers to the District in the amount of seven (7%) percent of the total to/from school routes quoted in this contract. Example: A quotation of 125 route buses is a guarantee of 9 (nine) extra-curricular buses per day. Mileage rates will apply to all extra-curricular trips (trips arranged to take athletic, music and other school groups) to include inter-district travel. Vendor will submit mileage rates for local trips within 50 miles round trip and out of town trips that exceed 50 miles round trip. Vendor will also submit rates for buses with trailers for both in and out of district trips. The rates for Local Trips and Out of Town Trips can be found in these specifications located in Attachment A.

62. ACTIVITY ROUTES

Activity routes generally run Monday through Thursday, with some variations depending on the school calendar. The early activity routes leave the middle schools at approximately 4:15 p.m., while the later routes begin at approximately 5:15 p.m. Service requires a Type C or D 77-pass. School bus. The rates for Activity Routes can be found in these specifications located in Attachment A.

63. MID-DAY ROUTES

Mid-day routes may include trips for kindergarten, shared time, vocational programs, job sites or EC/SE. These routes will generally occur between 10:00 a.m. and 2:00 p.m. The rates for Section Mid-Day Routes can be found in these specifications located in Attachment A.

64. SUMMER SCHOOL ROUTES

The District provides transportation for targeted services programs, special education summer programs, EC/SE programs, learning year programs, and Summer Academy. Typically, the Transportation Department contracts for approximately 160 total buses during the summer for these programs. The rates for Section Summer School Routes can be found in these specifications located in Attachment A.

65. WORK EXPERIENCE ROUTES

The Transportation Department will contract for Type III vans and Type B school buses for the purpose of transporting work experiences students and disabled work experiences students from school or home to their respective job sites. Approximately 10 buses or vans are used in this section.

There are also 4 (four) Type III vans that are leased (during the regular school year) from the bus Vendor and used by the Pathways, Bridges and River Trail Learning Center special-ed programs. The drivers for these vans are provided by the programs themselves.

66. FUEL CLAUSE

Gas, Diesel and Propane

Each fuel will be calculate independently of the other – for the purposes of setting the peg for the last 4 years of the contract.

Gasoline – If the average price of gasoline fuel exceeds the base rate, established at \$2.60 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District # 11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2021, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

Diesel Fuel – If the average price of diesel fuel exceeds the base rate, established at \$2.55 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.

After July 1, 2021, the fuel base rate shall be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

Propane – If the average price of propane fuel exceeds the base rate, established at \$1.44 for July 1, 2020-June 30, 2021, Anoka-Hennepin Independent School District #11 will reimburse the Vendor for fifty percent (50%) of the per gallon cost over the established base rate. Price shall be calculated without Federal tax.

Calculation of the number of gallons will be based on the actual gallons used for service provided to Anoka-Hennepin Independent School District #11 from July 1 through June 30. Vendors will submit to Anoka-Hennepin Independent School District #11 monthly reports on the fuel purchased and the per gallon price of fuel.


After July 1, 2021, the fuel base rate will be adjusted for each subsequent fiscal year of the contract, including any contract extensions, by taking the previous 12 months average of the cost per gallon calculated without federal tax.

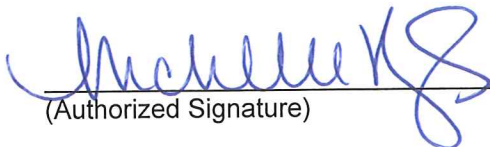
The Vendor agrees to make every reasonable effort to purchase fuel in bulk at the lowest price. This fuel clause affects only fuel consumed in the operations of buses under the terms of this contract. Services vehicles, company vehicles not transporting students, and buses contracted by other districts, business or organizations are not included in this clause.

If there are any government rebates on propane the school district will receive the rebate.

ACCEPTANCE

The undersigned hereby acknowledges that they have read and understand the contract documents and hereby agrees for the School Transportation Services. Contract Vendor further acknowledges that these documents constitute a contract between First Student, Inc. and District.


(Authorized Signature)
Kim WORSTER
(Print or Type Name of Signatory)
SVP Operations
(Title)
FIRST STUDENT
(Organization)
Dec 5, 2019
(Date)


(Authorized Signature)
Michelle Vargas
(Print or Type Name of Signatory)
Chief Financial Officer
(Title)
Anoka-Hennepin ISD #11
(Organization)
November 26, 2019
(Date)

First Student, Inc. Support Staff

Title	Name	mail	Phone
Location Manager:	Dan Zezza	Daniel.Zezza@firstgroup.com	(763) 421.3199
Dispatcher:	Jodie Voss	Jodie.Voss@firstgroup.com	(763) 421.3199
Dispatcher:	Holly Koshiol	Holly.Koshiol@firstgroup.com	(763) 421.5785
Safety Supervisor:	Jerry Ladwig	Gerald.Ladwig@firstgroup.com	(763) 421.3199
Safety Supervisor:	Janine Tarnowski	Janine.Tarnowski@firstgroup.com	(763) 421.5785

Anoka-Hennepin ISD #11 Contacts

Title	Name	Email	Phone
Contract:	Lois Irber	Lois.Irber@ahschools.us	(763) 506.1303
Manager of Purchasing:	Tiffany Audette	Tiffany.Audette@ahschools.us	(763) 506.1306
Purchasing Supervisor:	Brian Marquis	Brian.marquis@ahschools.us	(763) 506.1302
Accounts Payable Manager:	Renee Rodewald	Renee.Rodewald@ahschools.us	(763) 506.1042
Director of Transportation:	Keith Paulson	Keith.Paulson@ahschools.us	(763) 506.1132
Student Safety Supervisor:	Jeff Mueller	Jeff.Mueller@ahschools.us	(763) 506.1131
Regular Route Coordinator:	Sue Weidell	Sue.Weidell@ahschools.us	(763) 506.1128
Regular Route Coordinator:	Jill Williams	Jill.Williams@ahschools.us	(763) 506.1139
Special Route Coordinator:	Karla Bell	Karla.Bell@ahschools.us	(763) 506.1127

Attachment A – Contract Pricing for Area A and C

Section 15- AM/PM Daily Rate Contract Pricing

Five Hour Daily Rate (includes 5 hours of "live" service)

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$342.23	\$359.44	\$370.22	\$381.33	\$392.77
22 pass	\$342.23	\$359.44	\$370.22	\$381.33	\$392.77
24 pass	\$342.23	\$359.44	\$370.22	\$381.33	\$392.77
36 pass	\$342.23	\$359.44	\$370.22	\$381.33	\$392.77
66 pass	\$372.51	\$391.14	\$402.87	\$414.96	\$427.41
77 pass	\$372.51	\$391.14	\$402.87	\$414.96	\$427.41
Lift "B"	\$372.51	\$391.14	\$402.87	\$414.96	\$427.41
Lift "C"	\$372.51	\$391.14	\$402.87	\$414.96	\$427.41
Lift "A"	\$372.51	\$391.14	\$402.87	\$414.96	\$427.41

Half Day Route Percentage

2020-21	2021-22	2022-23	2023-24	2024-25
75%	75%	75%	75%	75%

Section 16 - Overtime Payment Contract Pricing

2020-21	2021-22	2022-23	2023-24	2024-25	
\$54.36	\$57.08	\$58.79	\$60.56	\$62.37	Per Hour

Section 17 - Over-Mileage Contract Pricing

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.63	\$1.71	\$1.76	\$1.81	\$1.87
22 pass	\$1.65	\$1.73	\$1.78	\$1.84	\$1.89
24 pass	\$1.65	\$1.73	\$1.78	\$1.84	\$1.89
36 pass	\$1.99	\$2.08	\$2.15	\$2.21	\$2.28
66 pass	\$2.78	\$2.92	\$3.00	\$3.09	\$3.19
77 pass	\$2.78	\$2.92	\$3.00	\$3.09	\$3.19
Lift "B"	\$1.99	\$2.08	\$2.15	\$2.21	\$2.28
Lift "C"	\$2.78	\$2.92	\$3.00	\$3.09	\$3.19
Lift "D"	\$2.78	\$2.92	\$3.00	\$3.09	\$3.19

Attachment A – Contract Pricing for Area A and C (Continued)

Section 19 - Extra-Curricular Trips Contract Pricing

Local trips (50 miles)

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.94	\$2.04	\$2.10	\$2.16	\$2.22
22 pass	\$1.99	\$2.08	\$2.14	\$2.20	\$2.27
24 pass	\$2.04	\$2.14	\$2.20	\$2.27	\$2.37
36 pass	\$2.40	\$2.52	\$2.60	\$2.68	\$2.76
66 pass	\$3.31	\$3.47	\$3.57	\$3.68	\$3.79
77 pass	\$3.31	\$3.47	\$3.57	\$3.68	\$3.79
Lift "B"	\$2.40	\$2.52	\$2.60	\$2.68	\$2.76
Lift "C"	\$2.76	\$2.89	\$2.98	\$3.07	\$3.16
Lift "D"	\$3.31	\$3.47	\$3.57	\$3.68	\$3.79

Trailer cost per trip	\$64.22	\$67.43	\$69.45	\$71.53	\$73.68
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Section 19 - Extra-Curricular Trips Contract Pricing

Out Of Town Trips (Over 50 Miles)

<u>Bus Size</u>	2020-21	2021-22	2022-23	2023-24	2024-25
18 pass	\$1.85	\$1.94	\$2.00	\$2.06	\$2.12
22 pass	\$1.90	\$2.00	\$2.06	\$2.12	\$2.18
24 pass	\$1.95	\$2.05	\$2.11	\$2.18	\$2.34
36 pass	\$2.31	\$2.43	\$2.50	\$2.58	\$2.66
66 pass	\$3.23	\$3.39	\$3.49	\$3.59	\$3.70
77 pass	\$3.23	\$3.39	\$3.49	\$3.59	\$3.70
Lift "B"	\$2.31	\$2.43	\$2.50	\$2.58	\$2.66
Lift "C"	\$3.23	\$3.39	\$3.49	\$3.59	\$3.70
Lift "D"	\$3.23	\$3.39	\$3.49	\$3.59	\$3.70

Trailer cost per trip	\$64.22	\$67.43	\$69.45	\$71.53	\$73.68
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Minimum Charge	\$110.05	\$115.55	\$119.02	\$122.59	\$126.27
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Includes 2 hours of driving time

Cancellation Charge:	\$60.53	\$63.56	\$65.47	\$67.43	\$69.45
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Failure to cancel order within 2 hours for a local trip, or failure to call within 24 hours to cancel an out of town trip

Excess Driver Time:	\$21.90	\$23.00	\$23.69	\$24.40	\$25.13
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Per hour (driver time in excess of 2 hours to be included in cost at this hourly rate)

Attachment A – Contract Pricing for Area A and C (Continued)

SECTION 20 - Activity Routes Contract Pricing

2020-21	2021-22	2022-23	2023-24	2024-25
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Per /day (rated based on 2 hours of total time and 30 miles)

\$ 93.72	\$ 98.41	\$ 101.36	\$ 104.40	\$107.53
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Trips that exceed 2 hours driver time will be paid at a rate/ hour

\$ 37.78	\$ 39.67	\$ 40.86	\$ 42.09	\$ 43.35
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For trips that exceed 30 miles, mileage will be paid at a rate of per/mile

\$ 3.16	\$ 3.32	\$ 3.41	\$ 3.52	\$ 3.62
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Section 21 - Mid-Day Routes Contract Pricing

Bus Size

Type B 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type B Lift 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D Lift 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25	
\$87.55	\$91.93	\$94.69	\$97.53	\$100.46	
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35	Per hour
\$2.64	\$2.77	\$2.86	\$2.94	\$3.03	Per mile
\$87.55	\$91.93	\$94.69	\$97.53	\$100.46	
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35	Per hour
\$2.64	\$2.77	\$2.86	\$2.94	\$3.03	Per mile
\$88.83	\$93.27	\$96.07	\$98.95	\$101.92	
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35	Per hour
\$3.65	\$3.84	\$3.95	\$4.07	\$4.19	Per mile
\$88.83	\$93.27	\$96.07	\$98.95	\$101.92	
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35	Per hour
\$3.65	\$3.84	\$3.95	\$4.07	\$4.19	Per mile

Attachment A – Contract Pricing for Area A and C (Continued)

Section 22 - Summer School Contract Pricing

Type B 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type B Lift 18-24 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

Type C-D Lift 66-77 pass

Trips that exceed 2 hours live time will be paid :

Trips that exceed 30 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$128.24	\$134.65	\$138.69	\$142.85	\$147.14
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35
Per hour				
\$2.64	\$2.77	\$2.85	\$2.94	\$3.03
Per mile				
\$128.24	\$134.65	\$138.69	\$142.85	\$147.14
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35
Per hour				
\$2.64	\$2.77	\$2.85	\$2.94	\$3.03
Per mile				
\$139.55	\$146.53	\$150.92	\$155.45	\$160.12
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35
Per hour				
\$3.65	\$3.84	\$3.95	\$4.07	\$4.19
Per mile				
\$139.55	\$146.53	\$150.93	\$155.46	\$160.12
Per day (rated based on 2.5 hours live and 45 miles)				
\$37.78	\$39.67	\$40.86	\$42.09	\$43.35
Per hour				
\$3.65	\$3.84	\$3.95	\$4.07	\$4.19
Per mile				

Attachment A – Contract Pricing for Area A and C (Continued)**Section 23 - Work Experience Routes Contract Pricing****Type III and B vans and buses****Bus Size****Type III vans**

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$475.77	\$499.56	\$514.55	\$529.98	\$545.88
\$41.37	\$43.44	\$44.75	\$46.09	\$47.47
\$1.77	\$1.86	\$1.92	\$1.98	\$2.04

Type B 18-24 pass

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$475.77	\$499.56	\$514.55	\$529.98	\$545.88
\$41.37	\$43.44	\$44.75	\$46.09	\$47.47
\$2.13	\$2.24	\$2.31	\$2.38	\$2.45

Type B Lift 18-24 pass

Trips that exceed 9.5 hours live time will be paid :

Trips that exceed 150 miles will be paid at a rate of:

2020-21	2021-22	2022-23	2023-24	2024-25
\$475.77	\$499.56	\$514.55	\$529.98	\$545.88
\$41.37	\$43.44	\$44.75	\$46.09	\$47.47
\$2.13	\$2.24	\$2.31	\$2.38	\$2.45

Type III vans 7 passenger-van (leased)

2020-21	2021-22	2022-23	2023-24	2024-25	
\$78.01	\$81.91	\$84.36	\$86.90	\$89.50	per/day
2020-21	2021-22	2022-23	2023-24	2024-25	
\$0.19	\$0.20	\$0.21	\$0.21	\$0.22	per mile