

Clearbrook-Gonvick School ISD #2311
16770 Clearwater Lake Rd
Clearbrook, MN 56634
(218)776-3112 Phone (218)776-3117 Fax



Wayne Olson, Superintendent

Jeff Burgess, K-12 Principal

March 3, 2017

RE: Request for Proposal

To Whom It May Concern;

Our School District is currently seeking proposals for transportation services for the upcoming 2017-2018 and 2018-2019 school years.

I have enclosed our Request for Proposal (RFP). If you are interested in submitting a proposal please follow the directions outlined in the RFP.

Please note that the deadline to submit a proposal is Monday, April 3, 2017 at 2:00 p.m. As per the instructions on the Response Form, page 6, proposals must be received in a sealed envelope at the District Office by this date and time.

Please contact our Superintendent, Wayne Olson, if you have any questions regarding this Request for Proposal. His contact information is as follows:

Direct Line: 218-776-3112, extension 106
Email: wolson@clearbrook-gonvick.k12.mn.us

In addition, I will be happy to answer any questions regarding the proposal time line.

Sincerely,

Paula L. Boomgaarden
Business Manager
Clearbrook-Gonvick ISD 2311
16770 Clearwater Lake Rd
Clearbrook, MN 56634
Direct Line: 218-776-3112, ext. 108
pboomgaa@clearbrook-gonvick.k12.mn.us

**CLEARBROOK-GONVICK
ISD 2311
CLEARBROOK, MN**

Request for Proposals
for
Transportation Services

Proposals Due By
Monday, April 3, 2017
2:00 p.m. at

CLEARBROOK-GONVICK ISD
ATTN: SUPERINTENDENT/TRANSPORTATON PROPOSAL
16770 CLEARWATER LAKE RD
CLEARBROOK, MN 56634

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

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CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

I. INTRODUCTION

A. General Information

Clearbrook-Gonvick ISD 2311 is requesting proposals from qualified transportation contractors for the fiscal years beginning on July 1, 2017 and ending on June 30, 2018, beginning on July 1, 2018 and ending on June 30, 2019, and beginning on July 1, 2019 and ending on June 30, 2020.

There is no express or implied obligation made by the Clearbrook-Gonvick ISD 2311 to reimburse responding firms for any expense incurred in preparing proposals in response to this request. The School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the School District and the firm.

Any inquiries concerning the request for proposals should be directed to Wayne Olson, Superintendent, Clearbrook-Gonvick ISD 2311; 16770 Clearwater Lake Rd, Clearbrook, MN 56634. Inquiries can also be made phone (218)776-3112, extension 106, or email wolson@clearbrook-gonvick.k12.mn.us.

During the evaluation process, the School District reserves the right, where it may serve the best interest of the School District, to request additional information or clarification from submitting firms, or to allow corrections of errors or omissions.

The School District reserves the right to accept or reject in whole all proposals, to request new proposals, or to award a contract, which in its judgement is in the best interest of the District. Selection shall not be made solely on price.

In the event of identical proposals, the School District may utilize negotiated methods so long as the low tied price is not exceeded. In the event of a single proposal, the District may negotiate a lower price with the contractor.

It is anticipated that the selection of the contractor will be completed by May 15, 2017.

B. Term of Engagement

Acceptance of a proposal by the school district for the transportation contemplated by these specifications shall be reduced to a written contract, and the successful supplier agrees to execute such contract which will refer to and include by reference these specifications. Suppliers are instructed to read the contract, and will be expected to comply with it in the event of award. The District parties reserves the right to negotiate extensions to the contract.

The District has provided a copy of the contract. If you have any questions regarding the contract, please contact Superintendent Wayne Olson at 218-776-3112, extension 106 or via email at wolson@clearbrook-gonvick.k12.mn.us.

II. NATURE OF SERVICES REQUIRED

A. General

The School District is soliciting the services of a qualified contractor to provide transportation services for the District.

B. Scope of Work to be Performed

The School District requires the transportation contractor to provide services that include, but are not limited to:

- 1) Transportation of District students to and from school on days that school is in session. Currently, 7 buses are used for this purpose. The approximate bus miles traveled during the 2015-2016 school year are as follows:

Regular/Excess – In District	85,599
Open Enrollment – Out of District	48,050
Special Education/Early Learning	12,122
Extra/Co-Curricular	18,323

- 2) Transportation of District students to and from extra-curricular and co-curricular events on an as needed basis.
- 3) Transportation of District participants in Community Service programs, to include Summer Recreation programs.
- 4) Transportation of Special Education students as per IEP instructions, at times which may fall outside of the scope of the normal morning and afternoon route, or may require a separate bus for transport.
- 5) Transportation of Early Learning and School Readiness students, at times which may fall outside of the scope of the normal morning and afternoon route, or may require a separate bus for transport.
- 6) A late afternoon bus for transportation of students who participate in the after-school tutoring program.
- 7) Transportation for short mileage trips. Currently these include, but are not limited to, the School Forest, the nursing home, and the Community Center for after-school basketball practice.

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

RESPONSE FORM – Page 1

Proposals Due: April 3, 2017, 2:00 p.m. CST, in a sealed envelope labeled “Transportation Services Proposal” in the lower left-hand corner of the envelope, at the District Office of Clearbrook-Gonvick ISD 2311, located 16770 Clearwater Lake Rd, Clearbrook, MN 56634, (218) 776-3112

Proposal Submitted By:

Bidder Name _____

Address _____

City, State, Zip _____

Statement of Assurance:

In submitting this proposal, I hereby indicate that I have read, understand, and agree to comply with the information, requests and timelines contained Clearbrook-Gonvick ISD 2311’s Request for Proposal for Transportation Services. I further agree that I will provide transportation services for the 2017-2018 and 2018-2019 fiscal years for the quoted rate(s) outlined on pages 2 and 3 of the Response Form.

Signed _____ Date _____

Please submit/mail this response form in a sealed envelope to:

Superintendent Wayne Olson
Clearbrook-Gonvick ISD 2311
TRANSPORTATION BID
16770 Clearwater Lake Rd
Clearbrook, MN 56634

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

RESPONSE FORM – Page 2

Proposal for Transportation for 2017-2018

July 1 2017 – June 30, 2018

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time to include (but not be limited to) the following:

Extra/Co-Curricular Activities, Community Service Activities and Summer Recreation, Early Learning and School Readiness Bus, Late Afternoon Bus

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

RESPONSE FORM – Page 3

Proposal for Transportation for 2018-2019

July 1 2018 – June 30, 2019

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time to include (but not be limited to) the following:

Extra/Co-Curricular Activities, Community Service Activities and Summer Recreation, Early Learning and School Readiness Bus, Late Afternoon Bus

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation, which includes driver's salaries;

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

RESPONSE FORM – Page 4

Proposal for Transportation for 2019-2020

July 1 2019 – June 30, 2020

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time to include (but not be limited to) the following:

Extra/Co-Curricular Activities, Community Service Activities and Summer Recreation, Early Learning and School Readiness Bus, Late Afternoon Bus

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation, which includes driver's salaries;

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

WORK SHEET FOR BIDDER'S REFERENCE/USE

Proposal for Transportation for 2017-2018

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time for the following:

Extra/Co-Curricular Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Community Service Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Early Learning and School Readiness Bus

\$ _____ Per Mile

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

WORK SHEET FOR BIDDER'S REFERENCE/USE

Proposal for Transportation for 2018-2019

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time for the following:

Extra/Co-Curricular Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Community Service Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Early Learning and School Readiness Bus

\$ _____ Per Mile

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD 2311
CLEARBROOK, MN 56634

REQUEST FOR PROPOSALS
for
Transportation Services

WORK SHEET FOR BIDDER'S REFERENCE/USE

Proposal for Transportation for 2019-2020

Contract Price for Regular Routes, which includes driver salaries:

Per Bus - Monthly \$ _____ Yearly \$ _____

Contract Price per Mile/Stand Time for the following:

Extra/Co-Curricular Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Community Service Activities

\$ _____ Per Mile Stand Time \$ _____ Per Hour

Special Education Transportation

\$ _____ Per Mile Special Needs Para \$ _____ Per Hour
(If Agreed Upon to be Provided by Contractor)

Early Learning and School Readiness Bus

\$ _____ Per Mile

Additional Items:

_____ \$ _____ Per Mile

_____ \$ _____ Per Mile

CLEARBROOK-GONVICK ISD #2311

CLEARBROOK, MINNESOTA

PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this agreement is made and entered into as of the _____ day of _____, 20____, by and between Independent School District #2311, Clearwater County, Minnesota, hereinafter called “District” and _____, hereinafter called “Contractor”.

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this agreement shall commence on July 1, 2017 and shall continue through June 30, 2020. For Purposes of this Agreement, the term “Contract Year” shall mean each one year period commencing July during the term of this Agreement. In addition, the District parties reserve the right to negotiate extensions to the contract.

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District’s needs for pupil transportation services as described in the Specifications for Pupil Transportation Services, see Appendix B which is incorporated in this Agreement.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

BASIC TRANSPORTATION

Regular To and From, Midday and Specialized Services Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto no later than 30 calendar days after receipt of the invoice. **Note:** Board meetings are generally held on the third Monday of every month, with the exception of months on which the third Monday is a holiday. Checks are mailed out after board approval.

Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto for the service categories – all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice. **Note:** Board meetings are generally held on the third Monday of every month, with the exception of months on which the third Monday is a holiday. Checks are mailed out after board approval.

4. FUEL COST

District shall purchase fuel for Contractor buses. Contractor shall purchase fuel at District's supplier. Receipts shall be signed by bus driver purchasing fuel, and bus number for which fuel has been purchased will be noted on receipt.

In the event, an overnight trip is taken and fuel must be purchased during the trip, Contractor will provide original receipt to District and include fuel cost on monthly billing.

5. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the District preceding each Contract Year with a “service plan for pupil transportation services.” Contractor shall work with District’s Administration or designee in planning services and otherwise implementing the Agreement. The service plan will be provided to the District prior to Student Orientation/Open House day, which is held in August. The “service plan” must include a minimum of the following:

- a. List of driver, both primary and substitutes.
- b. List of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.

Note: District shall notify Contractor whenever changes are necessary in routes, stops, and schedules and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District. The Contractor is encouraged to recommend changes in bus stops and routes and must receive prior District approval before implementing said changes.

6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor’s performance or for State and District reporting hereunder. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports – for each route including special education, early learning and school readiness routes
- Driver Qualification Reports.

7. STATUS OF CONTRACTOR

In the interpretation of the Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil

transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold District harmless, from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence
Worker’s Compensation	Statutory
Umbrella Liability Insurance	\$4,000,000

9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers and employees harmless, and does hereby indemnify District, its governing board, officers, and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor’s acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officer, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except misconduct of Contractor, its agents or employees.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O.)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

11. CONTRACT SECURITY

Contractor may be required to furnish District with performance security in an amount of 100% of performance of Contractor's duties under this Agreement. Such contract security may be in the form of a performance bond or other security acceptable to District and Contractor. District reserves the right to waive the performance security.

12. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental actions, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

13. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, governmental orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

14. INCLEMENT WEATHER/SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor as soon as reasonably possible prior to such cancellation or delay. Should the number of days transportation is required to decrease during the school years, as a result of strikes, gas

shortages, school closing emergencies, the base contract will be decreased by a percentage (to be negotiated) of the daily contract charge per day.

15. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to the plan.

16. MANAGEMENT PERSONNEL

The Contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by the Agreement and will supervise necessary support staff required for on-site management. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform District of the name(s) and business address(s) of such management personnel. The District reserves the right to interview and approve the Manager.

17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.

- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws and applicable District policies and regulations.
- d. Possess satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- e. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- f. Meet any other criteria required by State law or by District policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus the driver will be driving
- b. Emergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

The District reserves the right to require additional training.

An ongoing performance monitoring and assistance program, which will include, but not be limited to:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

18. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to request maintenance records at any time during Agreement.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares. Contractor is responsible for maintaining and keeping buses in good repair.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

INTERIOR MARKING

- a. All vehicles will display a poster of “Student Bus Behavior Rules”
- b. All vehicles will display a poster of “School Bus Danger Zone”

ADDITIONAL DEVICES AND EQUIPMENT

Properly working two-way radios shall be in each bus used to provide services under this Agreement. Contractor will provide a contingency plan for vehicles that operate beyond range of two-way radio signal.

Additional equipment may be required to assist students with special needs. This equipment may include, but not be limited to: lift, seat belts, car seat.

The District reserves the right to specify necessary equipment on an as needed basis.

19, STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to discipline students; or to suspend or expel any student from transportation services hereunder shall rest with District. Contractor’s drivers are responsible only for such discipline as is required to safely and properly operate Contractor’s buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

Vandalism damages to Contractor’s equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

20. ASSIGNMENT

The contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

21. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

22. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the contract to the "State" shall mean State of Minnesota

23. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; AND INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

24. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

25. MODIFICATION

Contractor and District may modify the terms of this Agreement in whole or in part as circumstance may justify by mutual written agreement executed by the duly authorized representatives of the parties.

26. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to District Shall be addressed to:

Transportation Coordinator
Clearbrook-Gonvick ISD 2311
16770 Clearwater Lake Rd
Clearbrook, MN 56634

Director of Finance and Operations
Clearbrook-Gonvick ISD 2311
16770 Clearwater Lake Rd
Clearbrook, MN 56634

Notices to Contractor shall be addressed to: (Contractor)

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

27. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

By: _____
Officer of Contractor

By: _____
Superintendent

By: _____
Chair, Board of Education

(Note: Appendix A, B, RATES, shall be attached)