

Gallatin Gateway School District No. 35

May 2022
Invitation to Submit Bids For
Home-To-School and Field and Activity/Athletic Trip Transportation Services

Prepared by
Brittney Bateman, District Clerk
Theresa Keel, Superintendent

NOTICE TO PUPIL TRANSPORTATION CONTRACTORS
INVITATION TO SUBMIT BIDS

Notice is hereby given Gallatin Gateway School DISTRICT #35, Gallatin County Montana, hereinafter referred to as DISTRICT, will receive sealed bids up to but no later than 2:00 P.M., MST, Thursday, June 9, 2022, for furnishing Home-To-School and Field and Activity/Athletic Trip Transportation Services.

Each bid must contain a completed Cost Bid Form, a completed Bid Questionnaire, any proposed modifications to the Contract for furnishing Pupil Transportation Services and any proposed modifications to the Facility Use Agreement. The Cost Bid shall be submitted on the Bid Form, which is included in the Invitation to Submit Bids Package. The Invitation to Submit Bids Package may be obtained from the DISTRICT's Business Services Office, as well as the District's website. Bids shall be received in the DISTRICT's Business Services Office located at:

Gallatin Gateway School
100 Mill Street
Gallatin Gateway, MT 59730

Any bid not received by 2:00 P.M., MST Thursday, June 9, 2022, at the above location will **not** be accepted. Postmarked by June 9, 2022 does not qualify as received by the District.

There will be a Pre-Bid Conference on Thursday, June 2, 2022 at 9:00 A.M., MST at Gallatin Gateway School, 100 Mill Street, Gallatin Gateway, MT. 59730.

Gallatin Gateway School DISTRICT #35 reserves the right to reject any or all bids and to waive any irregularities.

Note to Chronicle staff:

Publish Legal ad in the Bozeman Chronicle:

May 8, 2022

May 15, 2022

May 22, 2022

REQUEST FOR BID - PUPIL TRANSPORTATION SERVICES
GALLATIN GATEWAY SCHOOL DISTRICT NO. 35

Terms and Conditions

A. Use of DISTRICT Documents

1. Bids must be submitted on forms or in the format provided by the DISTRICT. No alteration to DISTRICT forms will be permitted, including substitutions, additions or deletions, without written consent of the DISTRICT. Reproduction of DISTRICT documents is permitted, as long as reproduced copies are exactly the same in size, format and content as forms prepared by the DISTRICT. Any bid submitted in altered form may result in rejection of such bid at the option of the DISTRICT. One (1) original and one (1) electronic copy of the bid must be submitted.
2. The DISTRICT bid documents include:
 - a) Invitation to Submit Bids
 - b) Terms and Conditions
 - c) Bid Questionnaire
 - d) Cost Bid Forms
 - e) Proposed School Bus Inventory
 - f) Transportation Contract
 - g) District Transportation Data

B. Inspection of Documents

1. Each bus CONTRACTOR (CONTRACTOR) receiving forms prepared by the DISTRICT is responsible for inspection of DISTRICT documents for missing or illegible pages, or other indication of incomplete information provided to the CONTRACTOR.
2. The failure or neglect of any CONTRACTOR to receive or examine any contract document, form instrument, addendum, or other document shall in no way relieve any CONTRACTOR from obligations with respect to his or her bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the bid documents by a CONTRACTOR must be acknowledged on the bid or by letter or fax received before the time the bids are due.

C. Submitting Bids

1. Bids must be received by the DISTRICT no later than 2:00 P.M., MST, Thursday, June 9, 2022 at:

Gallatin Gateway School
100 Mill Street
Gallatin Gateway, MT. 59730

Any bid received after this time will be returned unopened.

2. One original and one electronic copy of the bid must be submitted.
3. Each bid must be submitted in an envelope marked with the CONTRACTOR'S name and address and the words "2022 Gallatin Gateway Transportation Bid" and must contain:
 - a. Cost Bid Forms – Two forms including the Base Bid, Bid Alternative 1: Use of Diesel-Fueled Buses for Home-to-School Transportation with purchased buses from district and district supplied fuel; Bid Alternative 2: Use of Diesel-Fueled Buses for Home-to-School Transportation with leased buses from district and contractor supplied fuel; Bid Alternative 3: Use of Diesel-Fueled Buses for Home-to-School Transportation with leased buses from district and district supplied fuel. CONTRACTORS are strongly encouraged to submit responses to both the Base Bid and Alternative 1.
 - b. Completed Bid Questionnaire
 - c. Proposed school bus inventory
 - d. Proposed changes to the Transportation Contract (if no proposed changes are submitted, the DISTRICT will assume that the CONTRACTOR is committed to providing service exactly as described within the Contract as it is written.)
 - e. Out of state CONTRACTORS shall include a legal opinion on their resident states preference law as per page 7 (H) of these terms and conditions.
4. The DISTRICT reserves the right, as their interest may require, to revise or amend the specifications prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Bid. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as the opinion of the DISTRICT will enable CONTRACTORS to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

D. Pre-Bid Conference, Written Inquiries, Addenda

1. **There will be a Pre-Bid Conference** on Thursday, June 2, 2022 at 9:00 A.M., MST at Gallatin Gateway School, 100 Mill Street, Gallatin Gateway, MT. 59730.
2. Attendance by a representative of the CONTRACTOR at the Pre-Bid Conference and Tour is optional.
3. Questions or suggestions about this invitation shall be in writing and delivered by mail, by facsimile or by email to:

Gallatin Gateway School District No. 35
Attention: Brittney Bateman
100 Mill Street
P.O. Box 265
Gallatin Gateway, MT 59730
(406) 763-4415, FAX (406) 763-4886
district-clerk@gallatingatewayschool.com

The DISTRICT must receive all such written questions or suggestions no later than 4:00 P.M. on Tuesday, June 7, 2022. Earlier submission of questions or suggestions is encouraged.

The DISTRICT, at its option, may answer any written questions received and/or may elect to revise any part of this invitation by a written addendum delivered to each potential CONTRACTOR.

The DISTRICT will consider no telephone inquiries regarding this bid and will consider no in-person inquiries. In the event that a CONTRACTOR attempts to contact any trustee or employee of the DISTRICT in any manner contrary to the above requirements, said CONTRACTOR may be disqualified from further consideration. This provision does not apply to telephone calls to the DISTRICT asking for directions for delivery of bids and/or delivery of written questions about the bid.

E. Erasures or Corrections to Entries

1. The bid submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the bid. Illegible or unauthenticated corrections may result in rejection of the bid at the option of the DISTRICT.

F. Withdrawal or Amendment of Submitted Bid

1. Any bid that has been submitted may be withdrawn prior to the scheduled time for opening of bids. A request to withdraw a bid must be in writing and be received by the DISTRICT prior to the scheduled time for opening of bids.

2. No amendment, addendum or modification will be accepted after a bid has been submitted to the DISTRICT. If a change to a bid that has been submitted is desired, the submitted bid must be withdrawn and the replacement bid submitted prior to the time scheduled for opening of bid.
3. No CONTRACTOR may have more than one bid on file with the DISTRICT.
4. After the scheduled time for opening of bids, bids may not be withdrawn for 90 days.

H. Montana Preference Law

1. Montana law does not establish a bid preference for in-state CONTRACTORS for a busing contract, but rather only allows a resident CONTRACTOR a preference if the state from which a nonresident CONTRACTOR is located allows a preference for its resident CONTRACTORS on the same type of contract. The amount of preference is equal to the preference given in the state of the nonresident CONTRACTOR.
2. All nonresident CONTRACTORS must provide a legal opinion from an attorney licensed to practice in the CONTRACTORS state of residence (State in which CONTRACTOR principally conducts business operations) stating the following:
 - a. Whether the CONTRACTORS state of residence has an in-state preference for public school transportation contracts and if so an explanation of the preference.
 - b. An address and phone number of a department and individual at a state office that can be contacted to verify the information.

J. Transportation Contract Document

Any CONTRACTOR may suggest modifications to the proposed form of Contract included with this invitation. CONTRACTORS should make all reasonable efforts to provide those suggestions not later than the time of the pre-bid conference; however, CONTRACTORS may include suggestions in their bid submission. The DISTRICT may, at its option, choose to modify the Contract, or it may elect to enforce the form of the enclosed Contract without modification. By submitting a bid, each CONTRACTOR acknowledges that if they are selected, the DISTRICT may obligate them to execute the Contract in the form enclosed without modification. Any bid that is conditioned upon the DISTRICT's acceptance of revisions to the enclosed form of Contract may be rejected.

K. Evaluation and Award of Contract

The award of contract will be made in accordance with the following procedures.

1. **Written Proposal Evaluation (Weight: 35%).** The DISTRICT will evaluate written documents. Written documents will be initially screened for completeness and those written documents will be evaluated using the following criteria, which are not listed in any order of weight or priority:

- a. Firm Experience
- b. Management Capability
- c. Financial Condition
- d. Hiring Procedures
- e. Safety Program
- f. Training Program
- g. Maintenance Program
- h. Extra Service Provided

All data and information in the written documents will be subject to verification and consideration.

2. **Site and/or References Evaluation (Weight: 20%).** The DISTRICT may conduct one or more site evaluations. As well, the DISTRICT may contact any references provided by the CONTRACTOR, and/or other school DISTRICTs served by the CONTRACTOR. Site evaluations will be conducted at facilities where the CONTRACTOR currently provides pupil transportation services.

Site and reference evaluation criteria, not listed in any order of weight or priority, are as follows:

- a. Personnel
- b. Overall appearance of facility
- c. Fleet quality
- d. Customer references
- e. Record keeping
- f. Application of written procedures

By submitting a bid, each CONTRACTOR agrees to make selected facilities and facility's personnel available to DISTRICT evaluation upon reasonable notice.

3. **Management Evaluation (Weight: 25%).** The DISTRICT may interview the person whom the CONTRACTOR intends to have as Contract Manager of the DISTRICT Bus Barn operation and the person who serves as his/her immediate supervisor.

The management interview criteria, in no particular order of weight or priority, are as follows:

- a. Qualifications and Experience
- b. Management Concepts
- c. Job Knowledge
- d. Customer References
- e. Responsiveness During Interview

If the Contract Manager has not been identified at the time of bid submission, the DISTRICT will evaluate the CONTRACTOR's proposed selection process. This evaluation may be accomplished through included evaluating bid document responses, customer reference checks, and management turnover histories.

4. **Cost Bid (Weight: 20%).** The Cost Bid is for a base per-route and Field and

Activity/Athletic Trip rate for each year of the five-year contract. The total estimated five-year contract cost must be calculated using the Transportation Cost Bid Forms provided in this Invitation to Submit Bids package.

5. **Lowest Responsible Bid.** The cost bid will be used along with the written bid, Site and/or Reference Evaluations and Management Interviews to determine the lowest responsible bid.

The DISTRICT will review bids and determine if discussions are necessary with responsible CONTRACTORS.

6. **Timing of events.** Bids will be opened on Thursday, June 9, 2022, at 2:00 P.M. MST by the DISTRICT.

We are planning to make a recommendation to the Board of Trustees for a decision on June 30, 2022. This plan may have to be adjusted.

Nothing in the above paragraphs should be construed as removing the Trustees right to reject any or all bids or to award the Contract at a later date.

L. Rejection of Bids and Waiver of Irregularities

The DISTRICT reserves the right to reject any or all bids and to waive any irregularities in any bid or the bid process.

M. Take Over Clause

In lieu of a performance bond the contract contains a Take Over clause, which allows the DISTRICT to assume control of CONTRACTOR'S vehicles and equipment for the purpose of performing this contract if the CONTRACTOR fails to faithfully perform the provisions of the contract.

N. Obtaining Information

1. **Outside Sources.** The DISTRICT reserves the right to obtain without notice, from any and all sources, information concerning a CONTRACTOR which the DISTRICT deems pertinent to this Request For Bids (RFB) and to consider such information in evaluating the CONTRACTOR'S bid.
2. **Inspections.** The DISTRICT reserves the right to make on-site inspections of the CONTRACTOR'S installations and facilities, which the DISTRICT deems pertinent and necessary to evaluate the bid and to consider any information received from such inspection in evaluating the CONTRACTOR'S bid.

O. Bid Costs

The DISTRICT shall not be liable for any cost incurred by a CONTRACTOR in the preparation or delivery of its response to this RFB or for any other costs incurred because of this RFB.

P. Bid Disclosure

1. The bids shall be deemed public records. In the event that a CONTRACTOR desires to claim that portions of its bid are exempt from disclosure, based upon the CONTRACTOR'S right to privacy, it is incumbent upon the CONTRACTOR to identify those portions. The CONTRACTOR must identify the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each answer, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential".
2. The DISTRICT will consider a CONTRACTOR'S request(s) for exemption from disclosure. However, the DISTRICT will not be bound by the assertion that an answer contains exempt material. An assertion by a CONTRACTOR that an entire volume of its bid is exempt from disclosure will not be honored.
3. Until the DISTRICT makes a recommendation resulting from this RFB, no employee, agent or representative of any CONTRACTOR shall make available or discuss its bid with any trustee of the Gallatin Gateway School DISTRICT, or any employee, agent or representative of the DISTRICT, unless specifically allowed to do so in this RFB or in writing by the DISTRICT for the purposes of clarification, evaluation and/or negotiation.

Q. Protest Procedures

Any actual or prospective CONTRACTOR showing a substantial economic interest in this contract, who is aggrieved in connection with the solicitation or award of this contract, may protest to the DISTRICT in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this bid document shall be submitted not later than the Pre-Bid Conference. Protests based on other circumstances shall be submitted before or during the Board of Trustees' consideration of the recommendation. In no event shall a protest be considered after the award of this contract.

In order to be considered, the protest shall be submitted in writing, and shall include: (1) the name and address of the aggrieved person; (2) the bid title; (3) specific grounds for the protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to the Deputy Superintendent - Operations. The DISTRICT will respond in writing to the protest. The decision of the DISTRICT shall be final and conclusive, except as otherwise provided by Montana Procurement law.

R. Notification

CONTRACTORS whose bids have not been selected will be notified in writing at the address given in the bid. DISTRICT administration will notify CONTRACTORS of its recommendation to award a contract at least 48 hours before the DISTRICT Board of Trustees considers the recommendation.

**GALLATIN GATEWAY SCHOOL DISTRICT #35
TRANSPORTATION BID QUESTIONNAIRE**

To the CONTRACTOR:

The following questionnaire is a part of this Request for Bids. The information provided herein will be used for evaluating the qualifications of the CONTRACTOR to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid. Any errors, omissions or misrepresentations of the information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any contract executed as a result of the Request for Bids.

CONTRACTORS that operate on a national basis can limit their responses to contracts in the Pacific Northwest including Alaska.

If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the DISTRICT.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. IDENTIFYING INFORMATION

1. Name, address and telephone number of legal entity with whom the contract would be written and all trade names/assumed names and the states wherein those trade names/assumed names are used and a list of all states in which the CONTRACTOR is qualified to do business and the nature of the business done in each state.
2. Name, address and telephone number of each of the CONTRACTOR'S principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.) and each owner of five percent or more of the equity interest in the CONTRACTOR; and if the CONTRACTOR is a subsidiary, each owner of five percent or more of the equity interest in the parent entity.
3. The type of entity under which the CONTRACTOR'S business shall be operated and the State of legal residence of the entity. (e.g., corporation, partnership, limited partnership, trust, sole proprietorship).

Type of Entity

State of Residence

4. Federal Employer ID and, if applicable, include all State of Montana Registration Numbers, Industrial Insurance Registration and Unemployment Compensation Insurance numbers. (NOTE: All State of Montana registering must be complete prior to the execution of a contract with the successful CONTRACTOR).
5. If any party named above is or was an employee of the DISTRICT in the past 6 months, indicate his/her job title, and, if applicable, separation date.
6. If any owner or key employee of the CONTRACTOR is related by blood or marriage to

any DISTRICT employee or trustee or has a close personal relationship to any DISTRICT employee or trustee, indicate each key employee and DISTRICT employee.

7. Provide the complete criminal conviction record, if any, of all parties named in A1 or A2 above.

B. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under a contract with a public school DISTRICT?

Yes ___ No _____ Number of Years _____

2. List all transportation permits (City and State) under which you currently operate.

<u>City</u>	<u>State</u>	<u>License Number</u>	<u>Description</u>
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3. Are you currently, or have you ever, provided transportation services for special education pupils?

Yes _____ No _____ Number of Years _____

4. State the number of years you have been engaged in public pupil transportation services:

_____ In the State of Montana

_____ Outside the State of Montana

5. For every public school district to which your firm currently provides pupil transportation under contract, or has provided within the last three years ending June 30, 2022, please provide name and location of the public school DISTRICT. In addition, please provide the following data for each public school DISTRICT:

- a. Name of a contact person at the school DISTRICT.

- b. Name of your CONTRACTOR's current or last Bus Barn manager at the location and the manager's length of service at that location.

- c. Types of transportation services your firm provides under the Contract (regular home-to-school, special education, other).

- d. Number of buses involved.

- e. Beginning and ending dates of the contract term.

- f. Union affiliation (if any) of drivers under contract.

II. MANAGEMENT

- A. The DISTRICT strongly believes that the individual holding the position of Contract Manager is critical to the provision of consistent and high quality transportation services. List the candidates proposed for assignment to the DISTRICT. If your firm is awarded this Contract, you will be expected to assign the person you have proposed unless the DISTRICT has specifically rejected your proposed candidate. If your firm is awarded this Contract, you may, with the written permission of the DISTRICT, substitute individuals not named in this bid.

For the individual you propose as a potential Contract Manager to be assigned to the DISTRICT, please provide the following information:

1. Name of the proposed Contract Manager:
 2. Tenure with your firm in years:
 3. Experience in related positions within your firm or with other firms in years:
 3. Current and two (2) most recent previous positions, including the location/DISTRICT of the position, the position's title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held.
 4. If a Contract Manager has not been selected, please describe your interview and selection process for this position. The District reserves the right to interview and approve the CONTRACTOR's recommended candidate for this position.
- B. Please provide a job description for each Operational Personnel—including Contract Manager—position you propose to assign to this contract.
- C. Please provide an organization chart of your firm as it would relate to the DISTRICT (it should give a clear understanding of the number of layers in your firm, and the lines of accountability).
- D. Please provide the name(s) of those persons within your firm who would have immediate authority over the Contract Manager you propose in item A above, and those who may play an advisory role to management, in the areas of (1) Operations; (2) Training and Personnel; (3) Safety; and (4) Maintenance. Please provide the following information for each of these persons:
1. Name
 2. Location of staff member's office
 3. Tenure with your firm in years
 4. Experience in related positions within your firm or with other firms in years.
 5. Current and most recent previous position, including the location of the position, the

position's title, a description of responsibilities and authority, and the dates between which the position was held.

- E. Please provide a complete staffing plan for the DISTRICT. The staffing plan should identify which employee will perform the roles and duties specified in this contract.

III. DRIVER PERSONNEL

- A. State the number of school bus drivers you now have in your regular employ:
- B. The Gallatin Valley area is currently experiencing a driver shortage. What is your firm's strategy for ensuring your obligations under this contract will be met in this environment? How/where does your firm recruit drivers?
- C. What methods do you use to screen and select drivers from amongst the applicants? What information do you use and how do you gather it? What criteria or standards do you use, and for what reasons might you reject an applicant?
- D. Do you check driver applicant references?

_____ Yes _____ No

- E. Do you do a criminal records check on all applicants?

_____ Yes _____ No

Describe the records check and how they are used.

- F. Do you do pre-employment drug and alcohol screening?

_____ Yes _____ No

Describe the procedures used. If available, provide company policy.

- G. For driver applicants, do you use any objective qualifications and driver testing procedures? If so, briefly describe the procedures, or provide samples of your testing material.

- H. What percentage of driver applicants eventually begin your training programs? _____ %

- I. What percentage of your driver applicants are hired directly as certified school bus drivers? _____ %

J. Are the Department of Motor Vehicles (DMV) driving records of all your applicant drivers evaluated during the selection process?

_____ Yes _____ No

K. After a driver is hired, how often are DMV records updated?

L. Do you screen your applicants for good moral character?

_____ Yes _____ No

Describe criteria and procedures used.

M. What is the current rate of annual turnover among drivers your firm employs? _____%

N. Do you have driver training programs as a part of your current operational procedures?

_____ Yes _____ No

In-Service (continuing education and retraining for experienced school bus drivers)?

_____ Yes _____ No

O. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

How long is the program?

Are driver applicants paid while they receive training?

_____ Yes _____ No

P. Describe your In-Service driver training and retraining program. Please include the field supervision components in this program on the content of training. If available, please provide the outline or course of study.

Q. What ratio of field supervisors or road inspectors to drivers would you provide in servicing

this contract?

_____ to _____

How many training sessions are offered each school year at your typical Bus Barn?
Are any independent reviews of training quality conducted on your training programs?

_____ Yes _____ No If so, please describe the reviews:

How do you identify those drivers for whom retraining will be required?

R. Does your driver training program include a section on transportation services for special education pupils?

_____ Yes _____ No If Yes, please provide the outline or course of study.

S. Does your driver training program include winter/mountain conditions training?

_____ Yes _____ No

T. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Tenure on the Job, and Complaints?

Do your motivation and discipline programs offer progressive rewards and penalties?

_____ Yes _____ No

Do drivers participate in defining and developing standards, rewards and penalties?

_____ Yes _____ No If so, describe their participation:

What monetary rewards and penalties are offered?

What non-monetary rewards and penalties are offered?

Describe the criteria used to transfer or terminate drivers.

Describe what procedures you use for drug/alcohol screening on a continuing basis.

U. Describe the wage and benefit plan you would expect to implement for this contract.

IV. SAFETY PROGRAM AND ACTIVITIES

- A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program.
- B. How often are safety meetings held?
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. What are the School Bus Accident Rates per 100,000 miles for school buses operated by your firm in 2019-20, 2020-21 and 2021-22? Provide a description of how you define school bus accidents.
- E. Describe investigation procedures you use at the time of an accident.
- F. What procedures do you use for drug/alcohol testing at the time of an accident? If available, provide the company policy/procedure.

V. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventative maintenance program for vehicle fleets which your firm manages?

_____ Yes _____ No

Please provide samples of any checklists you use for each type of preventative maintenance program, and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

- B. Do you require any regular written reports from your drivers on the condition of their vehicle?

_____ Yes _____ No

Briefly describe and provide samples of these reports (including your bus checkout report form), and note their frequency.

C. Do you use any other methods of identifying defects in buses (if so, please describe)?

_____ Yes _____ No

D. How do you ensure that, if serious safety related or potentially vehicle damaging defects are identified in a vehicle, the vehicle is immediately removed from service until such defects are corrected?

E. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

F. Do you maintain and evaluate records of road failures?

_____ Yes _____ No

G. If so, how many road failures per month per hundred buses did the buses your firm maintained experience, on average, during the past year?

H. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?

_____ %

I. Do you have a manpower or mechanic allotment schedule (number of buses per mechanic, etc.)?

_____ Yes _____ No

Briefly describe this schedule.

J. What qualification and experience requirements do you have for your maintenance personnel (including mechanics)?

K. Describe your recruiting and hiring procedures for maintenance personnel (including mechanics).

- L. The DISTRICT **may** pay the fuel costs associated with this contract. How will your firm ensure that fuel and our taxpayers' resources are being conserved and your buses are operating at maximum efficiency when there is no financial incentive to do so?

VI. INSURANCE DATA

- A. If requested, will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three years?

_____ Yes _____ No

- B. Please include a copy of one or more insurance certificates currently held by your firm that include liability coverage, as well as property, casualty, theft, fire coverage and Uninsured/Underinsured Motorist Coverage. The successful CONTRACTOR will be required to provide a certification of your firm's insurability pursuant to the Contract.

VII. FINANCIAL AND CREDIT DATA

- A. Submit credit references, including at least three trade or industry suppliers with whom you regularly deal.

- B. Submit a Balance Sheet and Profit and Loss Statement for the years 2020, 2021 and 2022.

- C. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company had a contract terminated for default in the last five (5) years? Termination for default is defined as notice to stop performance delivered to the CONTRACTOR because of the CONTRACTOR'S nonperformance and the issue of nonperformance has been either (a) not litigated due to inaction on the part of the CONTRACTOR, or (b) litigated and determined that the CONTRACTOR was in default.

_____ Yes _____ No If yes, please explain.

- D. Has the CONTRACTOR, subsidiary or intermediary company, parent company or holding company been indicted, charged or convicted of a crime or been the subject of a grand jury or criminal investigation?

_____ Yes _____ No If yes, please explain.

- E. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity?

_____ Yes _____ No If yes, please explain.

- F. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting its right to engage in any business, practice or

activity?

_____ Yes _____ No If yes, please explain.

G. Has the CONTRACTOR, a subsidiary or intermediary company, parent company or holding company been the subject of a lawsuit by or against a school DISTRICT regarding any issue during the past 5 years?

_____ Yes _____ No If yes, please explain.

H. Provide Your Dunn and Bradstreet number _____.

VIII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Contract should your firm be selected as the successful CONTRACTOR. Your schedule and plan should address:

- a. Receipt and Inspection of vehicles, facility and equipment.
- b. Recruitment/relocation, if necessary, of management and supervisory personnel.
- c. Selection, any necessary training, and employment of drivers.
- d. Employee orientation, especially to DISTRICT routes and schedules.

IX. TRANSPORTATION ROUTE SCHEDULING

Does the CONTRACTOR have experience with establishing and maintaining transportation route schedules for school DISTRICT similar in size or larger than Gallatin Gateway?

_____ Yes _____ No If yes, please explain your experience.

X. OTHER RELEVANT INFORMATION (optional)

Please provide any other information or data which shows the experience and qualifications of your firm, and/or which ensures that your firm will provide consistent and high quality transportation services to the DISTRICT.

You may also submit any additional services your firm offers in the performance of school transportation for school DISTRICTs.

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Bid/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the DISTRICT awards a contract for transportation services to my firm, it does so in reliance upon the information set forth and commitments made within this questionnaire.

Name of Firm

Signature of Authorized Agent

Typed Name of Authorized Agent

Title

Date

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form – BASE BID

Use of Diesel-Fueled Buses for Home-to-School Transportation with Purchased Buses from District and Contractor Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Bid base prices must be submitted for Service A buses operated using diesel fuel supplied by the CONTRACTOR. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
	Service A -	2022/23	\$ _____	X	180	=
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

		Price		Estimated Annual		Estimated Annual
<u>Bus Type</u>	<u>Year</u>	<u>Per Hour</u>		<u>Bus Hours</u>		<u>Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
	Total Estimated Five Year Bid					\$
Total Estimated 2022/23 Price					\$	_____*

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE INVITATION TO SUBMIT BIDS, TERMS AND CONDITIONS, CONTRACT, AND ALL OTHER PARTS OF THE BID PACKAGE. WE ARE AWARE OF THE PROVISIONS OF THE LABOR CODE THAT REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN

ACCORDANCE WITH THE PROVISIONS OF THAT CODE, AND WE WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING ANY WORK UNDER A CONTRACT WITH THE DISTRICT.

Company Name		Signature of Authorized Agent
Address		Business Telephone Number
City, State and Zip Code		Date Signed

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form

ALTERNATE 1: Use of Diesel-Fueled Buses for Home-to-School Transportation with Purchased Buses from District and District Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Alternate 1 prices must be submitted for buses operated using diesel fuel supplied by the DISTRICT. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
Service A -	2022/23	\$ _____	X	180	=	\$ _____
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

<u>Bus Type</u>	<u>Year</u>	<u>Price Per Hour</u>		<u>Estimated Annual Bus Hours</u>	=	<u>Estimated Annual Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
Total Estimated Five Year Bid						\$ _____
Total Estimated 2022/23 Price						\$ _____*

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WITH SUCH PROVISIONS BEFORE COMMENCING ANY WORK UNDER A CONTRACT WITH THE DISTRICT.

Company Name		Signature of Authorized Agent
Address		Business Telephone Number
City, State and Zip Code		Date Signed

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form

ALTERNATE 2: Use of Diesel-Fueled Buses for Home-to-School Transportation with Leased Buses from District and Contractor Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Alternate 2 prices must be submitted for buses operated using diesel fuel supplied by the CONTRACTOR. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
Service A -	2022/23	\$ _____	X	180	=	\$ _____
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

		Price		Estimated Annual		Estimated Annual
<u>Bus Type</u>	<u>Year</u>	<u>Per Hour</u>		<u>Bus Hours</u>		<u>Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
Total Estimated Five Year Bid						\$ _____
Total Estimated 2022/23 Price						\$ _____ *

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Address		Business Telephone Number
City, State and Zip Code		Date Signed

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form

ALTERNATE 3: Use of Diesel-Fueled Buses for Home-to-School Transportation with Leased Buses from District and District Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Alternate 3 prices must be submitted for buses operated using diesel fuel supplied by the DISTRICT. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
Service A -	2022/23	\$ _____	X	180	=	\$ _____
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

		Price		Estimated Annual		Estimated Annual
<u>Bus Type</u>	<u>Year</u>	<u>Per Hour</u>		<u>Bus Hours</u>		<u>Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
Total Estimated Five Year Bid						\$ _____
Total Estimated 2022/23 Price						\$ _____

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Company Name		Signature of Authorized Agent
Address		Business Telephone Number
City, State and Zip Code		Date Signed

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form

ALTERNATE 4: Use of Diesel-Fueled Buses for Home-to-School Transportation with Supplied Buses from Contractor and Contractor Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Alternate 4 prices must be submitted for buses operated using diesel fuel supplied by the CONTRACTOR. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
Service A -	2022/23	\$ _____	X	180	=	\$ _____
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

<u>Bus Type</u>	<u>Year</u>	<u>Price</u>		<u>Estimated Annual</u>		<u>Estimated Annual</u>
		<u>Per Hour</u>		<u>Bus Hours</u>		<u>Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
Total Estimated Five Year Bid						\$ _____
Total Estimated 2022/23 Price						\$ _____ *

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Company Name		Signature of Authorized Agent
Address		Business Telephone Number
City, State and Zip Code		Date Signed

GALLATIN GATEWAY SCHOOL DISTRICT #35

Transportation Cost Bid Form

ALTERNATE 5: Use of Diesel-Fueled Buses for Home-to-School Transportation with Supplied Buses from Contractor and District Supplied Fuel

The CONTRACTOR must fill in all of the blanks of this BID FORM. Alternate 5 prices must be submitted for buses operated using diesel fuel supplied by the DISTRICT. CONTRACTOR must specify bid prices for FIELD AND ACTIVITY/ATHLETIC TRIPS trips. Please enter these amounts on the form below. The form may not be altered. The DISTRICT reserves the right to require that the CONTRACTOR add and delete buses and routes to or from service at the rates specified below. The number of bus miles required at the start and through the term of the Contract may be more or less than current service levels.

Bid for Home-to-School Transportation – DIESEL FUEL

Base Price Per Route

		<u>Column (1)</u>	X	<u>Column (2)</u>	=	<u>Column (3)</u>
		Base Price		Estimated Annual		Estimated Base Price
<u>Bus Type</u>	<u>Year</u>	<u>Per Route</u>		<u>Bus Routes</u>		<u>Total</u>
Service A -	2022/23	\$ _____	X	720	=	\$ _____
Regular Routes	2023/24	\$ _____	X	720	=	\$ _____
	2024/25	\$ _____	X	720	=	\$ _____
	2025/26	\$ _____	X	720	=	\$ _____
	2026/27	\$ _____	X	720	=	\$ _____
Service A -	2022/23	\$ _____	X	180	=	\$ _____
Later Gators	2023/24	\$ _____	X	180	=	\$ _____
	2024/25	\$ _____	X	180	=	\$ _____
	2025/26	\$ _____	X	180	=	\$ _____
	2026/27	\$ _____	X	180	=	\$ _____

Bid for Field and Activity/Athletic Trip Transportation - DIESEL FUEL

Base Price Per Hour

<u>Bus Type</u>	<u>Year</u>	<u>Price Per Hour</u>		<u>Estimated Annual Bus Hours</u>	=	<u>Estimated Annual Total</u>
Field and	2022/23	\$ _____	X	100	=	\$ _____
Activity/	2023/24	\$ _____	X	100	=	\$ _____
Athletic Trips	2024/25	\$ _____	X	100	=	\$ _____
	2025/26	\$ _____	X	100	=	\$ _____
	2026/27	\$ _____	X	100	=	\$ _____
Total Estimated Five Year Bid						\$ _____
Total Estimated 2022/23 Price						\$ _____ *

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Company Name		Signature of Authorized Agent
Address		Business Telephone Number
City, State and Zip Code		Date Signed

**GALLATIN GATEWAY SCHOOL DISTRICT #35
PROPOSED SCHOOL BUS INVENTORY**

Description of buses to be provided for this contract by the CONTRACTOR:

Bus ID Number	Passenger Capacity	Year of Manufacture	Make	Mileage

- If to be purchased new, but have not yet been built, provide Manufacturer’s Letter of Commitment that includes the delivery date.

**GALLATIN GATEWAY SCHOOL DISTRICT #35
OWNED SCHOOL BUS INVENTORY**

Description of buses to be provided for this contract by the DISTRICT:

Bus ID Number	Passenger Capacity	Year of Manufacture	Make	Mileage
4DRBUC8PXLB886249	71	2020	International	24,638
1BAKGCSHXJF341164	71	2018	Bluebird	27,954

GALLATIN GATEWAY PUBLIC SCHOOLS #35
TRANSPORTATION CONTRACT

This Agreement made the ____ day of _____, 2022, between SCHOOL DISTRICT NO. 35, GALLATIN COUNTY, MONTANA, hereinafter referred to as the DISTRICT and _____, hereinafter referred to as the CONTRACTOR.

W I T N E S S E T H:

WHEREAS, the parties hereby agree to contract transportation for school children as designated by the DISTRICT,

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, IT IS AGREED by and between the parties hereto as follows:

1. TERM OF CONTRACT.

This Contract shall be for a period of five (5) years commencing on July 1, 2022, and terminating on June 30, 2027. This contract may be renewed by mutual written agreement between the parties.

2. SCOPE OF SERVICE.

CONTRACTOR is required to provide service for transporting pupils from their scheduled pick-up locations to Gallatin Gateway Elementary and Secondary public schools and at the end of the school day to return the pupils to their designated locations (herein "home-to-school transportation"). For purposes of this contract, home-to-school transportation includes only those transportation services where the vehicle driver is required to hold a Commercial Driver's License. Such transportation shall be provided for each and every day that school is convened and in accordance with the bus routes and schedules as established by the DISTRICT. The DISTRICT reserves the right to add, delete, revise or change any route before or during a school term. Prior to August 1st of each year the DISTRICT agrees to provide the CONTRACTOR with the approximate bus routes planned for the following school year.

"SERVICE A BUSES" are defined as regular transportation buses assigned for daily use on regular school bus routes. Service A buses shall have a minimum rated capacity of 77 passengers.

In addition to home-to-school bus transportation, CONTRACTOR will also provide transportation for in-day field trips and activity/athletic trips (herein "Field and Activity/Athletic Trips") as follows:

- Field Trips. "Field Trips" are defined as trips to a location inside or outside the DISTRICT boundaries to support the DISTRICT's instructional programs. Field trips are generally intra-day, but in some cases, may extend beyond normal school hours or overnight.
- Activity/Athletic Trips. "Activity/Athletic Trips" are defined as trips to transport DISTRICT-sponsored extracurricular teams to their various activities and competitions.

3. FORCE MAJEURE

In the event CONTRACTOR is unable to provide the services specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action or any other condition or cause beyond CONTRACTOR'S control, DISTRICT shall excuse CONTRACTOR

from performance under this Agreement.

Labor related issues—including labor shortages, strikes, picketing, and lockouts—are deemed to be within the CONTRACTOR's control and/or influence. Such issues are therefore specifically NOT included as Force Majeure events.

4. TAKEOVER

In the event a force majeure event lasts longer than seven (7) business days or the CONTRACTOR otherwise fails to faithfully perform the provisions of this contract, DISTRICT may, at DISTRICT'S option, assume control of CONTRACTOR'S vehicles and equipment for the purpose of performing this contract. In the event DISTRICT elects to assume control of CONTRACTOR'S vehicles and equipment for the purpose of performing this contract, DISTRICT shall assume all responsibility of its performance. DISTRICT must provide insurance, properly licensed drivers, and appropriate indemnification. In addition, such takeover must end immediately upon CONTRACTOR'S ability to resume service. DISTRICT will not pay the CONTRACTOR for use of the vehicles and equipment or for any miles traveled after control is assumed.

The provisions of this section shall not be construed to excuse faithful performance by the CONTRACTOR or limit the liability of the CONTRACTOR for damages or preclude exercise of any other right or remedy allowed the DISTRICT by law, equity or the provisions of this contract.

5. SERVICES TO BE RENDERED.

The CONTRACTOR shall provide, furnish and operate at its sole expense during the term of this contract, school bus vehicles, drivers, attendants and operational personnel conforming to the requirements of this contract. The CONTRACTOR shall furnish such services for each school day and activity as required by the DISTRICT. The CONTRACTOR shall comply with all responses and assurances provided in their bid proposal.

6. EQUIPMENT – HOME-TO-SCHOOL TRANSPORTATION.

At all times during this contract, the school buses used for home-to-school transportation shall meet the minimum standards and specifications as set by the United States Department of Transportation and the State of Montana. Additionally, all such school buses shall meet and comply with any and all regulations or requirements of any agency of the State of Montana and any agency of the Federal Government. The CONTRACTOR shall at its sole expense comply with all such standards, specification, regulations or requirements for school buses during the term of this contract. The Montana Highway Patrol, as required by the Montana Office of Public Instruction and Montana Law, shall inspect all home-to-school transportation buses used pursuant to this contract.

In addition to the above requirements:

- All buses shall be equipped with supplementary on-spot traction devices.
- All buses shall be equipped with at least front and rear video and audio surveillance recording devices. The device(s) shall be wired to enable recording while the engine is off as well as when the ignition is running. The devices must be operational and in use at all times while a bus is in service under this contract.
- All buses must be equipped with seat belts on all seating positions.

The CONTRACTOR agrees that none of the buses used regularly for the transportation of students

to and from school will exceed an age of ten (10) years. Additionally, the CONTRACTOR agrees to maintain the buses in good mechanical and operating order at all times. The buses shall be kept clean and free of body damage including minor dents and paint scrapes of a cosmetic nature, all repairs to be made within fifteen (15) days of occurrence. Bumpers and wheels will be cleaned as needed to maintain a fresh, clean appearance. The DISTRICT reserves the right to require the CONTRACTOR to assign a given bus to a different route or to require the CONTRACTOR to remove a bus from service on this contract if the bus fails to meet the specifications required under this contract.

This contract does not specify a number of spare buses. However, service interruptions are not acceptable and the CONTRACTOR will ensure its fleet is sufficient to meet the needs of this contract at all times.

In the event that DISTRICT or any governmental agency imposes equipment requirements other than those set forth above on CONTRACTOR'S vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, CONTRACTOR and DISTRICT in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this contract upon not less than 60 days prior written notice to the other party.

7. EQUIPMENT – FIELD AND ACTIVITY/ATHLETIC TRIPS.

At all times during this contract, the school buses used for Field and Activity/Athletic trips shall meet the minimum standards and specifications as set by the United States Department of Transportation and the State of Montana. Additionally, all such buses shall meet and comply with any and all regulations or requirements of any agency of the State of Montana and any agency of the Federal Government. The CONTRACTOR shall at its sole expense comply with all such standards, specification, regulations or requirements for school buses during the term of this contract.

In addition to the above requirements:

- All buses shall be equipped with at least front and rear video and audio surveillance recording devices. The device(s) shall be wired to enable recording while the engine is off as well as when the ignition is running. The devices must be operational and in use at all times while a bus is in service under this contract.
- All buses must be equipped with under carriage storage.
- All buses must be equipped with seat belts on all seating positions.

The CONTRACTOR may use Field and Activity/Athletic Trip buses for home-to-school transportation if those buses meet all the requirements of Section 5 – Equipment – Home-To-School Transportation above.

The CONTRACTOR agrees to maintain the buses in good mechanical and operating order at all times. The buses shall be kept clean and free of body damage including minor dents and paint scrapes of a cosmetic nature, all repairs to be made within fifteen (15) days of occurrence. Bumpers and wheels will be cleaned as needed to maintain a fresh, clean appearance. The DISTRICT reserves the right to remove a bus from Field and Activity/Athletic Trip service on this contract if the bus fails to meet the specifications required under this contract.

The CONTRACTOR shall maintain a Class A two-way radio base station at the bus storage facility, at least four handheld radios, and all buses transporting students shall be equipped with such two-way radios. The CONTRACTORS radio equipment must be compatible with the DISTRICT's radio equipment (Motorola VHF ultra-high frequency) and the DISTRICT will use the CONTRACTORS radio band. The DISTRICT shall be allowed to monitor all radio communications with buses transporting DISTRICT students.

Field and Activity/Athletic trips for which the DISTRICT chooses to use a motor coach are not covered by this contract. DISTRICT represents, warrants and covenants that from and after the effective date of this Agreement, except for motor coaches, DISTRICT will use CONTRACTOR as DISTRICT'S sole and exclusive provider for all of DISTRICT'S home-to-school and Charter Transportation at the rates established herein, unless there is a Failure of Operation as described in Section 15. "Charter Transportation" shall mean the outsourced transportation of student groups and their teachers, coaches, and/or advisors to school-sponsored field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose where transportation of such group requires the vehicle driver to hold a Commercial Driver's License.

8. BUS DRIVERS.

For the protection of students, drivers and all other persons coming in contact with the students must be of stable personality and sound moral character. Drivers and all other persons coming in contact with students must be able to communicate effectively orally and in writing. The DISTRICT places upon the CONTRACTOR full responsibility for assuring such qualities in personnel. The CONTRACTOR shall not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any student to any impropriety of word or conduct whatsoever, nor shall the CONTRACTOR allow any person to drive a school bus who is not mentally and emotionally stable. The DISTRICT will be fully informed of all assignments of drivers to routes and the DISTRICT reserves the right to approve the assignment and continuation of a driver.

The DISTRICT expects a high degree of professionalism from drivers and all CONTRACTOR personnel. The CONTRACTOR and DISTRICT will jointly develop a dress code that the CONTRACTOR will enforce with its employees. Complaints about driver professionalism or failure to enforce the dress code will result in non-payment for the route.

It is agreed that all drivers shall be licensed and certified according to the Montana Law and by the Montana Board of Public Education prior to and at all times while serving as a bus driver under this contract. Proof of such certification shall be provided to the DISTRICT by the CONTRACTOR prior to and at all times while a driver is transporting students pursuant to this contract in accordance with Section 15 herein.

All drivers employed by the CONTRACTOR shall be required to attend an annual orientation bus drivers' clinic scheduled by the CONTRACTOR and under the direction and joint coordination of the DISTRICT and the CONTRACTOR. In addition, the CONTRACTOR shall provide and all drivers will be required to attend a minimum of one safety meeting each month during the school year and a defensive driver course every three years, which satisfies the requirements of the Montana Board of Public Education. The CONTRACTOR is responsible for all costs associated with such meetings, clinics and classes and shall maintain records of the attendance of all drivers at such

meetings, classes and clinics. Drivers shall be compensated by the CONTRACTOR for these mandatory meetings, classes and clinics at no additional cost to the DISTRICT.

All drivers will be required to submit a rider count listing the number of students riding that day and a mileage log listing the odometer reading of each bus at the beginning and end of the day. The rider count and the mileage log shall be taken on the first Tuesday of each month and submitted to the DISTRICT with any other reports deemed necessary by the DISTRICT by the 10th of each month.

9. BUS DRIVER COMPENSATION.

The CONTRACTOR shall establish a written salary and benefit structure that is designed to attract, employ and retain experienced school bus drivers. For each year of the contract, the CONTRACTOR shall furnish a copy of the salary and benefit schedule to the DISTRICT not later than May 15 preceding each year. Compensation for all work performed under this contract including pre-service training, safety meetings and required First Aid and CPR training, shall apply to this requirement. Additionally, the DISTRICT requires the CONTRACTOR to pay individual drivers at least as much as the 2022-2023 starting wage of \$16.00/ hour.

Nothing contained in this section shall impair the CONTRACTOR'S right to terminate a driver or suspend a driver without pay.

10. OPERATIONAL PERSONNEL.

Operational personnel are defined as those individuals directly involved in the control, supervision, maintenance and investigation of daily bus operations and procedures. These functions include:

- Contract management and administration
- Customer Service
- Dispatching
- Driver training
- Fleet maintenance
- Routing
- Safety management

The extent and coverage of the DISTRICT'S transportation needs requires certain personnel available to assure the safety and success of these functions. A minimum of the following personnel shall be maintained during the term of this Contract:

- 1 full-time (40 hours per week) Contract Manager
- 1 or more dispatchers
- Additional Operational Personnel necessary to ensure all contractual obligations are met and the above-listed functions are provided

The CONTRACTOR must provide job descriptions of each Operational Personnel position.

In addition to the Operational Personnel specified above, CONTRACTOR shall employ a sufficient number of qualified drivers and support personnel to assure DISTRICT of continuous, reliable, safe, and on time service. CONTRACTOR shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. CONTRACTOR shall not knowingly permit

its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder. However, DISTRICT shall have the right to request CONTRACTOR to remove from service to DISTRICT any employee who, in DISTRICT'S sole discretion, is deemed unsuitable for the performance of transportation services for DISTRICT; provided that DISTRICT shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, DISTRICT shall indemnify, defend, and hold CONTRACTOR harmless from and against all claims, expenses, or liabilities by or to a removed CONTRACTOR employee arising from the removal of that employee based on the DISTRICT'S request.

The expectation of the DISTRICT is that the Contract Manager and Dispatcher will perform customer service and dispatching duties when the Home-to-School Transportation buses are on route. The Contract Manager and Dispatcher will be on duty at the bus barn, available to drivers, parents and DISTRICT personnel during all Home-to-School Transportation route times, and not driving a bus. Routes driven by the Contract Manager or Dispatcher will be considered non-operational and are subject to the provisions of Section 15 – FAILURE OF OPERATION below.

The Student Transfer Assistants are responsible for the orderly and safe transfer of students from one bus to another.

11. LIABILITY INSURANCE.

At all times during the term of this contract, the CONTRACTOR shall, at its own expense, maintain in force general liability and comprehensive automobile liability insurance with an insurance company licensed in the State of Montana and approved by the DISTRICT. Such insurance shall have minimum liability limits as follows:

Liability for each occurrence (bodily injury and property damage combined)	\$10,000,000.
Medical Payments per person	\$5,000.
Uninsured/Underinsured Motorist Coverage	\$1,000,000.

The above-required insurance shall list the DISTRICT, its past, present and future Board of Trustees, and its employees as additional insureds for claims specifically arising under this Contract.

All policies of insurance required in this contract shall contain a clause that said policy of insurance shall not be cancelable except by a 30-day written notice of cancellation to the DISTRICT.

12. INDEPENDENT CONTRACTOR.

It is understood and agreed that the CONTRACTOR is not and shall not be held or deemed in any way to be an agent or employee of the DISTRICT and that in all operations said CONTRACTOR is and shall be considered an independent CONTRACTOR.

13. INDEMNIFICATION.

CONTRACTOR agrees to indemnify and hold the DISTRICT, its Board of Trustees, officers and employees harmless from any and all liability, claims, damages, causes of action and expenses,

including attorney fees in defending any legal action, for damage to property or injury to or death of any person including employees of the CONTRACTOR or the DISTRICT, arising in connection with the operations or services provided by the CONTRACTOR.

14. BUS ROUTES AND SCHEDULING.

The CONTRACTOR shall be responsible for establishing and maintaining the bus routes, subject to DISTRICT approval. The DISTRICT shall have final approval of all bus routes and operation time schedules. The CONTRACTOR shall not change the bus routes or time schedules, which have been previously approved by the DISTRICT, without prior written approval of the DISTRICT. The CONTRACTOR shall work cooperatively with the DISTRICT in the establishment and maintenance of the bus routing system.

The CONTRACTOR and the DISTRICT shall measure each route and record a total daily mileage for each route. The mileage for each route shall be calculated from the bus storage facility. In the event the DISTRICT approves changes or revisions to the routes, the CONTRACTOR and the DISTRICT shall measure each new or revised route and record the new total daily mileage for each route.

The CONTRACTOR shall also be responsible for providing transportation for DISTRICT Field and Athletic/Activity trips. The DISTRICT and CONTRACTOR will work together to establish a system for requesting these trips. The CONTRACTOR shall not be held responsible for Field and Athletic/Activity Trip requests that are received less than 72 hours before the requested departure time. Field and Activity/Athletic trips for which the DISTRICT chooses to use a motor coach are not covered by this contract.

15. FAILURE OF OPERATION.

The CONTRACTOR shall immediately notify the DISTRICT Transportation Office in the event of impending delay in providing scheduled service. If requested, the CONTRACTOR must provide a weekly report of all breakdowns or delays by route, date of occurrence, time, place, problem, vehicle number, and if students were aboard.

A. In the event that CONTRACTOR fails to operate any Home-to-School Transportation route in accordance with the requirements of this contract, the amount of payment for the route may be deducted from the following month's payment at the rate per route agreed upon in this contract. Additionally, the CONTRACTOR will pay the DISTRICT \$1,000 per day per route for each day that any one or more routes are not operational.

In the event routes are added or extended, CONTRACTOR shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to the specific route additions or extensions.

B. In the event that CONTRACTOR cannot furnish sufficient buses and drivers for a Field or Activity/Athletic trip, the DISTRICT shall acquire transportation services from another outside vendor. The CONTRACTOR shall pay the difference in costs between the amount charged by the outside vendor and the amount specified in this contract.

16. STUDENT DISCIPLINE.

Prior to July 1 of each year during the term of this contract, the CONTRACTOR shall prepare and submit to the DISTRICT for the DISTRICT's approval a written policy for handling student discipline while boarding, riding and departing the school buses. If the written policy submitted to

the DISTRICT by the CONTRACTOR is not acceptable by the DISTRICT, the DISTRICT shall notify the CONTRACTOR of the changes required by the DISTRICT. After the DISTRICT has approved the written policy for handling student discipline, the CONTRACTOR cannot change the policy without the written approval of the DISTRICT.

17. MANAGEMENT HEADQUARTERS AND BUS STORAGE FACILITY.

The CONTRACTOR will enter into a lease agreement with the DISTRICT covering the use of the DISTRICT owned facility by the CONTRACTOR.

18. NOTICES.

All notices called for or required or given pursuant to this contract shall be transmitted by certified or registered mail or in person to:

1. District Clerk
Gallatin Gateway School
100 Mill Street
Gallatin Gateway, MT. 59730

The above addresses shall be in effect until such time as either party shall notify the other party in writing of a change of mailing address for the purposes of this contract.

19. ASSIGNMENT.

The CONTRACTOR shall not be allowed to transfer, assign or subcontract any of its obligations under this contract without prior written consent of the DISTRICT.

20. REPRESENTATIONS AND AMENDMENTS.

This contract represents the entire agreement and understanding of the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties. This contract may only be amended in writing by a document executed by both parties.

21. COMPENSATION TO THE CONTRACTOR (HOME-TO-SCHOOL TRANSPORTATION).

The DISTRICT shall pay the CONTRACTOR the following rates per Home-to-School route:

<u>Fiscal Year</u>	<u>Service A Buses</u>
2022-23	\$ _____
2023-24	\$ _____
2024-25	\$ _____
2025-26	\$ _____
2026-27	\$ _____

The number of Home-to-School bus routes shall be calculated in advance by August 1st of each year for the current fiscal year (July 1 to June 30). That count will be multiplied by multiplying the anticipated number of days bus service will be required for each route in the fiscal year. The total annual bus routes for the fiscal year multiplied by the appropriate base rate per route established above shall be the total annual base compensation.

The total annual base compensation multiplied by 99% shall be divided by nine to determine the monthly base compensation. Provided the CONTRACTOR is not in default under this contract, the DISTRICT shall pay CONTRACTOR the monthly base compensation by the 5th day of

October, November, December, January, February, March, April, May and June of each fiscal year, and the final 1% shall be paid on the last day of school in each fiscal year. The successful bidder must send invoices to the School District by the first of each respective month.

On or before May 31 of each fiscal year, the total annual base compensation shall be recalculated for such fiscal year based on:

- The actual number of school days the bus service is provided and the actual bus routes served
- Any deductions for Failure of Operation as described in Section 14A above.

The final, recalculated amount shall be the final annual base compensation.

In the event the final base compensation exceeds the total monthly base compensation paid to the CONTRACTOR for the fiscal year the annual adjustment due to the CONTRACTOR shall be paid by June 15 of such fiscal year. In the event the final base compensation is less than the total monthly base compensation paid to the CONTRACTOR for the fiscal year the annual adjustment due the DISTRICT shall be withheld from the final payment due the CONTRACTOR for the fiscal year. In the event the final base compensation is less than has been paid to the CONTRACTOR through the year, the CONTRACTOR will refund the difference to the DISTRICT by June 15 of such fiscal year.

In the event a bus route is added or removed during the school year, the monthly base compensation shall be recalculated based upon the new route counts, the number of days remaining in the school year and the number of months remaining in the school year. 99% of the recalculated monthly base compensation shall be paid by the 5th day of each month for the remainder of the school year, and the final 1% shall be paid on the last day of school in said school year.

DISTRICT and CONTRACTOR will consult on a regular basis concerning the Transportation requirements of DISTRICT. DISTRICT may increase or decrease services to be provided by CONTRACTOR under this RFP (“Schedule Readjustments”). However, where Schedule Readjustments impact by greater than 15% the service levels or equipment levels required of CONTRACTOR under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP, CONTRACTOR and DISTRICT shall negotiate rate changes commensurately to cover increases or decreases in cost structure associated with such changes by DISTRICT.

22. COMPENSATION TO THE CONTRACTOR (FIELD AND ACTIVITY/ATHLETIC TRIPS).

The DISTRICT shall pay the CONTRACTOR the following rates per hour for Field and Activity/Athletic Trips:

<u>Fiscal Year</u>	<u>Rate per Hour</u>
2022-23	\$ _____
2023-24	\$ _____
2024-25	\$ _____
2025-26	\$ _____
2026-27	\$ _____

CONTRACTOR will provide an invoice to the DISTRICT for all Field and Activity/Athletic Trips. Each invoice will include the date of service; time of departure from the district; time of return to the district; specific school, teacher, grade, or activity being served; destination; and driver name(s). The DISTRICT shall pay or dispute all Field and Activity/Athletic Trip invoices within fourteen days of receipt without penalty or additional cost.

23. DEFAULT.

In the event either party fails to comply with the terms, conditions or covenants contained in this contract, the other party shall be entitled to any and all remedies available in law or in equity, including but not limited to specific performance, termination, injunction relief and monetary damages. It is understood and agreed that time is of the essence in this contract.

If it becomes necessary for either party to bring suit to enforce their rights under this contract and if that party prevails in such action, the other party agrees to pay all of the costs of the action as allowed by the court, together with a reasonable attorney fee and collection costs for the prevailing party.

24. ACCIDENT REPORTS.

The CONTRACTOR shall immediately report to the DISTRICT any accident involving the buses while they are transporting students. A detailed written report of each such accident must be submitted by the CONTRACTOR to the DISTRICT as soon as possible and not later than two days after the date of such accident. The report shall be on a form approved by the State of Montana and the DISTRICT.

25. TRANSPORTING STUDENTS ONLY.

No person other than DISTRICT designated students, DISTRICT employees, DISTRICT trustees, CONTRACTOR'S employees and the CONTRACTOR'S employees' children shall be permitted to ride on buses while transporting the DISTRICT students.

26. TERMINATION.

If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

DISTRICT has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow DISTRICT to provide transportation services to students within DISTRICT. In the event DISTRICT shall elect to terminate this Agreement due to such funding deficiencies, DISTRICT shall give written notice to CONTRACTOR on or before May 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the CONTRACTOR will make reasonable efforts to offset costs in the event of a termination, the DISTRICT shall reimburse the CONTRACTOR in full for costs incurred by CONTRACTOR as the result of such early

termination, including, but not limited to, retrofit and redeployment of vehicles, and contract close-out costs.

Either party may terminate this Agreement for convenience upon not less than one hundred and eighty (180) days prior written notice to the other party.

27. DISPUTE RESOLUTION.

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

28. LAWS AND REGULATIONS.

The CONTRACTOR, CONTRACTOR'S buses and CONTRACTOR'S employees shall obey and comply with all laws and regulations relating to school buses, school bus drivers and transporting school children.

IN WITNESS THEREOF, the parties hereunto affix their hands and seals as of the day and year first above written.

Gallatin Gateway PUBLIC SCHOOLS

CONTRACTOR

Chair, Board of Trustees

Authorized Signature

(SEAL)

ATTEST:

Clerk, Gallatin Gateway Public Schools

Secretary

GALLATIN GATEWAY SCHOOL DISTRICT #35 DISTRICT TRANSPORTATION DATA

The following data summarizes operations for the 2022-23 school year. This information is provided to assist CONTRACTORS in formulating their bids. The DISTRICT cautions, however, that the information is pertinent only to the current operations and bus routes. The DISTRICT makes no guarantee that the information provided represents the facts and figures of the system for the five-year period for which bids are sought.

Summary of Current Routes:

- A. Regular Routes. The DISTRICT currently runs 4 regular routes (one morning and one afternoon route per day) requiring 2 buses that travel a total of 74.4 miles daily. These routes carry kindergarten through 8th grade regular and special education students to and from school.

The DISTRICT provides an average 180 days of instruction to kindergarten - 8th grade students. The number of days each route runs therefore depends on the load.