

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Frontier Transportation Services LLC, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

- 1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 *SCOPE OF WORK*

- 2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 *CONSIDERATION AND TERMS OF PAYMENT*

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

- 3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$1,500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 *Fund Availability; Federal Funds Contingency.*

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

- 4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

- 5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

- 6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.
- 6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

- 8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

- 9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

- 10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

- 11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

- 13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

- 17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

- 18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

- 19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

- 19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

- 20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Frontier Transportation Services LLC

Attn: Falmata Bedasso

Address: 1935 County Rd B2 W, Roseville MN 55113

Email: Fbedasso1@gmail.com

Fax: 651-412-5649

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

By: Karen A. DeLett

Name: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: Senior Operations Officer

Date: 6/16/2022

Frontier Transportation Services LLC

By: Falmata

Name: Falmata Bedasso
(Printed)

Title: Chief Executive Officer

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. Service provider compliance requirements

- A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal or designee of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**
- B. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).
- C. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).
- D. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).
- E. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.
- F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses (**personal injury and/or property damage accidents**) operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.
- G. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.
- H. MPS Service shall **only be provided** using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order.

- I. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically, these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT on the bus or using the Synovia Fleet Tracking system
- Provide notice to the District of new drivers prior to the driver providing service.
- The District will then assign and provide a driver identification number to be used with the MDT.

- J. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly
- K. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT. If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.
- L. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:
1. Performance
 - a. On-time arrival
 - b. Customer satisfaction
 - c. Customer complaint resolution
 2. Contract service requirements
 - a. Billing timeliness and accuracy
 - b. Accident/Incident reporting
 - c. Employee training
- M. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.
- N. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

II. OPERATING REQUIREMENTS

Drivers Must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.
2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials in the **Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No Unscheduled** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual (provided by the District).
11. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.
12. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel.
13. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- **No driver shall provide service unless they have a District Assigned driver identification number**

III. **Contractor/Dispatch Requirements**

14. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.
15. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
16. Assure that Contractor driver is trained to log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District)
17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.
18. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.
19. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.
20. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to,

students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

21. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.
22. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.
23. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

IV. Reporting

- A. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.
- B. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)
- C. The Contractor must obtain a copy of the applicant's driving record prior to hiring.
- D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15**. The cost for record checks shall be the Contractor's responsibility.
- E. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.
- F. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

- G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

1. Contractor shall provide information about staffing and organization as requested by the District.
2. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.
3. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance
4. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.
5. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:
 - Defensive driving
 - Pre-trip inspection
 - Geography skills

- Special education
 - Emergency preparedness
 - Customer relations
 - Behavior management
 - Loading and unloading procedures
 - Communications radio operations
 - Mobile Data Terminal (tablet) operations
2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
 3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
 4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
 5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.
 6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
 7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.
2. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.
3. Contractor will be assessed a rate based upon the number of routes awarded annually

divided into the total salaries for two forty-five week communication specialists and two managers plus 36% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

B. Training

Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

VI. Technology

- A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.
- B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.
- C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be providing service to the District
- D. All participating Contractors, when applicable, will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of \$67.00 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)
- E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, \$150.00,

- Installation in bus with existing power cord and antenna coax, \$100.00,
- Removal of radio only (not coax), \$75.00,
- Removal of radio and GPS (not antenna), \$95.00,
- Travel charge per visit, \$85.00,
- Shop supply, \$9.00,

F. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

- a) Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District. CB type radios are not permitted.
- b) The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the

recording, in accordance with data privacy laws and district policy, unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

- a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.
- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation department.

A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

VII. VEHICLES – BUSES AND TYPE IIIs

DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eight lamp warning system and stop signal arm, and shall operate as a Type A bus.

a. Successful Contractor must be able to provide Type A or B buses designed for carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10)

vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. The District shall determine required bus and Type III capacity based on route requirements.

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.

8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st** and every **August 1** thereafter.

9. All buses must display the following interior signs:

- a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
- b. "No Smoking Signs" (front and rear of bus).
- c. Safety signs provided by the District.
- d. "Cross ten feet in front of the bus" sign.
- e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
- f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

"Subp. 6. **Special equipment.** Specially adapted seats, support, or protective

devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.

Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a \$15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school's name and route number for the convenience of students, parents, and administrators.

INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

FACILITIES

A. Contractor's facilities should be large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes**

delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.
2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.
3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools
4. Suitable driver training facilities and equipment shall be provided.

INVOICING

- A.
 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.
 2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.
 3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.
 4. Administration costs (per V-A-3) will be applied monthly.
 5. Late fees will be assessed quarterly, allowing time to review and respond.
- B.
 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCE SERVICE PROVIDER COMPLIANCE REQUIREMENTS

- A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.
- B. The Contractor agrees to comply with the following MPS COVID-19 protocols
 - 1. Conduct pre & post cleaning of buses daily
 - 2. Sanitize each bus between each run daily
 - 3. Utilize MPS approved cleaning solution
 - 4. Conduct verbal employee wellness checks daily
- C. Each Contractor shall provide training on COVID related cleaning methods.
- D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Contractor: Frontier Transportation Services, LLC

I. PRICE AND RATE SCHEDULE FOR STUDENT

TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Quantity	Cost Per	Cost Per ½	Cost Per Hour#
				Route-Day	Route-Day	
Van or Type III	Yes	No	1	270	135	80
Bus Assistant/Aide#	N/A	N/A	1	130	65	30
Lift	Yes		1	295	147.5	90

billed in a quarter of an hour after the first hour.

2. **Special Education and Special Needs Services (Item 3 above):** \$ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes shall be submitted for the days of school operation using the following unit costs.

Bus and Van Size	Lift?	QUA	Cost Per	Cost Per	Cost	Cost
		N	Route-	½ Route-	per	Per
		TITY	Day	Day	Mile**	Hour#
Type III	N/A No	1	280	145	2.5	90
Bus Assistant/Aide#	N/A N/A	1	75	75	1.75	40
Lift	yes N/A	1	305	157.5	2.5	100

billed in a quarter of an hour after the first hour ** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):** \$ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per route-day or two (2) “live” hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.
5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1 st Hour	Cost Per Add'l Hour#	
Type III	60	12.5	195
Bus Assistant/Aide#	30	N/A	N/A
Lift	90	12.5	237.5

billed in a quarter of an hour after the first-hour # reference to Items 3 – 6

6. Midday, Vocational and Other Transportation Services and Shuttles. The

cost for all midday or shuttle services, vocational education services, and ALC

routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1 st Hour	Cost Per Add'l Hour#	
Type III	60	12.5	195

billed in a quarter of an hour after the first-hour ## reference to Items 1 & 2

7. Special Needs Services for Highly Mobile and Students with Special

Needs NOT INCLUDING SPED – Out-of-District. The cost for

special needs routes, shall be submitted for the days of school operation

using the following unit costs:

Bus and Van Size	Lift?		Cost	Cost	Cost
			Per Hour#	Per Mile**	Per Day
Type III	Yes	No	90	2.5	280
Bus Assistant/Aide#	N/A	N/A	40	1.75	140
Lift	N/A	N/A	100	2.5	305

billed in a quarter of an hour after the first hour based on the terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown

St. Paul, State Capitol, Science Museum, Excel Ctr

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost	Cost	Cost Per
	Per Hour	Per Day	½ Day
Type III	65	250	125

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____% of regular and SPED transportation rates in items 1 through 6 above.