

I. INTRODUCTION

Moton Charter School (hereafter the School) is soliciting competitive proposals to identify a student transportation services vendor (hereafter the Contractor) that provides exceptional service and competitive pricing for the Moton Charter School.

The key contact and reference information is as follows:

Cheryllyn Branche
8550 Curran Blvd.
New Orleans, LA. 70127 Phone: (504) 333-0684
Email: cbranche@motoncharter.org

These specifications outline all the requirements and conditions for performing this service. Any aspects of the service not addressed herein are left for the Contractor to address. The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified vendors who are interested in providing **Student Transportation Services for students attending the School including home to school, school to home, and field trip transportation services**. Services will be provided within the New Orleans Metropolitan Statistical Area, except for some field trips. Field trip locations may be in surrounding parishes.

This RFP is issued to invite vendors to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the School to select a vendor and/or award a contract. The School reserves the right to accept or reject any or all proposals submitted. Acceptance of any proposal with contractual terms is dependent on the School's funding, and appropriation of funds by the legislature of the State of Louisiana.

The intent of the School is to contract with qualified individuals or entities to provide transportation services. This RFP process is intended to identify those providers that are sufficiently qualified and experienced to provide these services. Only those vendors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the School.

The required qualifications shall include providing full-service student transportation and as set forth in the Contract Terms (defined below). The ultimate resources to be provided will include but are not limited to the vehicles, video cameras, facilities, air conditioning, vehicle maintenance and repairs, insurance, parent communication, fleet management, drivers, attendants/aides/monitors, mechanics, administrative staff, training, professional development, routing, and certifications necessary to provide the School with adequate services.

Each respondent, by submitting a response to this RFP agrees to participate in one or more interviews to assist the School in the selection of transportation service providers.

Schedule:

<u>Event</u>	<u>Date & Time</u>
Advertise RFP, Post on Website, and issue to prospective Contractors	June 7, 2023, by close of business day
Deadline for receiving Contractor written inquiries	June 14, 2023, by close of business day
Deadline for submitting proposals	June 23, 2023, by close of business day
Target Contract Start Date	July 1, 2023

NOTE: The School reserves the right to revise this schedule. Revisions, if any, before the proposal submission deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the proposal submission deadline, if any, will be by written notification to the eligible Contractors.

a) Pre-proposal Conference:

In the interest of time a pre-proposal conference will not be held. Please direct all written inquiries to Cheryllyn Branche at cbranche@motoncharter.org. All bidders will receive responses.

b) Proposals Due: June 23, 2020

Cheryllyn Branche 8550 Curran Blvd.
New Orleans, LA 70127 Phone: (504) 333-0684 Email: cbranche@motoncharter.org

Important Information:

1. Name: Robert Russa Moton Charter School

a. Projected Enrollment: 400

b. Grade Levels: PreK-8th

Operational Support Partner

II. OBJECTIVES FOR RFP

The School intends to provide their families with superior student transportation service at a fiscally responsible cost. While the Contractor's cost is of great importance, proposing the lowest price will not assure award of the service. The School demands safe, reliable, on-time and efficient service; failure to address the School's concerns and/or requirements for any such matter will disqualify the Contractor from consideration.

The School will require the Contractor to provide professional transportation management and adequate workforce and service supervision, such that the School is not burdened with facilitating the day-to-day operations and customer service requirements.

III. PERIOD OF AGREEMENT

The initial period of the Contract will be eleven (11) months, unless terminated sooner in accordance therewith. The contract may be renewed for subsequent terms of twelve (12) month periods, not to exceed forty-eight (48) months, upon the mutual written consent of the School and the Contractor. In order for the renewal to become effective, the parties must enter into and execute a written addendum at least sixty (60) days prior to the commencement of the mutually agreed upon renewal period.

IV. OTHER REQUIREMENTS

Contractor must have:

- o Ability to alter routes based on new student entry, safety concerns, and family instability
- o Hire staff who can maintain a composed and measured response to students as a driver or a monitor on the bus/van
- o Hire staff with the ability and willingness to be trained on therapeutic intervention and crisis management
- o Cameras on the van/bus
- o Air-conditioned vehicles

Contractor should have:

- o Audio recording
- o Real time-tracking of pick-up and drop-offs
- o Staff with background working with students requiring behavioral support (preferred)

V. CONTRACTOR MINIMUM REQUIREMENTS

Qualified Contractors will have at least two (2) years of contracted student transportation experience.

Qualified Contractors will be financially solvent and not currently engaged in bankruptcy proceedings, an acquisition or merger with another company, or a party to a material lawsuit. Contractor must confirm in writing within the executive summary its compliance with this requirement. The School reserves the option of validating financial and control status and matters with the Contractor before awarding the services.

Qualified Contractors must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this RFP or its supporting exhibits. Failure to satisfy this concern may cause School to reject the proposal.

VII. CONTRACT

In addition to all other requirements set forth in this RFP, Contractor shall meet the requirements and shall be bound by terms and conditions (the Contract Terms) of a Student Transportation Agreement substantially in the form attached hereto as Attachment II (the Contract).

VII. PROPOSAL FORMAT

The proposal shall include enough information to satisfy evaluations that the Contractor has the appropriate experience and qualifications to perform the scope of services as described herein. Proposal must include responses to all areas as listed below.

Contractors should ensure that their proposals contain enough information for the School to make its determination by presenting acceptable evidence of the above to perform the services called for by the Contract.

Proposals should be submitted in letter-size (8-1/2" x 11") format. Proposals should follow the format and order of presentation described below:

A. Cover Page

The following information should be included under the title "Student Transportation Services for Moton Charter School":

1. Name of the firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number
5. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Contractor on behalf of the firm

Introduction (Cover Letter)

A cover letter should be submitted on the Contractor's official business letterhead explaining the intent of the Contractor and a confirmation regarding the vendor's understanding of the scope of the work to be performed. By signing the letter and/or proposals, the Contractor certifies that the signer is authorized to bind the Contractor.

Table of Contents:

The proposal should be organized in the order contained herein.

B. Executive Summary

Provide an executive summary of the Contractor's plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in addressing the needs of the School as stated in the scope of work.

This section shall also serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, Contractor contact name and phone number. It shall include a stipulation that the proposal is valid for a period of one (1) year from the date of submission. The section shall also include a summary of the

Contractor's qualifications and ability to meet the State's overall requirements and the Contract Terms.

It shall include a positive statement of compliance with the Contract Terms. If the Contractor cannot comply with any of the Contract Terms, an explanation of each exception must be supplied.

C. Company Background and Experience

The Contractor should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Contractor's prior experience in working on projects similar in size, scope, and function to the proposed contract. Contractors should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Contractors should clearly describe their ability to meet or exceed the minimum qualifications.

D. Approach and Methodology (25 Points)

Proposals should include any resources for project implementation or deployment and present creative solutions or innovative concepts to meet the needs of the School for consideration.

Proposals should include enough information to satisfy evaluators that the Contractor has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Contractors should respond to all requested areas.

Proposals should clearly describe the functional approach to be employed in the performance of the scope of services, identifying the tasks necessary to meet requirements.

Proposals should provide a proposed Project Work Plan that reflects tasks and services to be performed, deliverables, timetables, and staffing.

Describe the approach to Project Management and Quality Assurance.

Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Contractor is selected.

Responses should include:

- Explanation of systems and/or procedures to appropriately staff its program to meet the program needs including: driver recruiting and/or staff transition, emergency driver absences

- Explanation of what, if any, difficulties it would have in providing service (i.e. driver and monitor recruiting) and plans to mitigate those issues.
- Explanation of systems or procedures for streamlining communication to end-user
- Example emergency plans for mechanical issues, weather concerns, medical issues, behavioral concerns
- List of proposed fleets including but not limited to:
 - Model year
 - Size / capacity
 - Lift capabilities
 - Air conditioning, etc.
- Route/Run pairing process/plan
- Additional system technology proposed beyond RFP requirements
- Facility, site, property, etc.

E. Staff Qualifications and Training (25 Points)

The Contractor should provide detailed information about the experience and qualifications of the Contractor's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

F. Cost Proposal (40 Points)

The fees and costs proposed by the prospective vendor shall be submitted using the format found in **Schedule A - Pricing**. All Contractors must respond to **Schedule A** for any alternate proposal to be considered.

- a. Provide per day pricing for each element of service (this is to be the contracted pricing amount)

- b. The Contractor shall provide the total cost for providing all services described in the RFP.
- c. For information purposes, the Contractor shall provide the total estimated number of hours, by classification, for the Contractor's project staff, the billing rate by classification.
- d. Pricing shall include the transportation services required along with fulfilling the terms and conditions stated in the sample agreement for student transportation services.

G. Safety Plan

Include a copy of your firm's safety plan and/or supporting documentation. The Contractor shall plan and administer a safety program in conformance with Federal and State of Louisiana laws and regulations. All required forms, training records, and items relative to safety and training shall be recorded and kept on file by the Contractor.

Responses should include:

- 2-Yr Contractor Preventable Accident Rate/History (documented via Loss Experience) Contract Preventable Accident Mitigation Plan
- 2-Yr Contractor First-Pass State Safety Inspection Rate/History Contract First-Pass State Safety Inspection Achievement Plan

H. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (10 Points)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for Contractors who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Contractor's evaluation score as follows:

Contractor Status and Reserved Points

- Contractor is a certified small entrepreneurship: Full amount of the reserved points (10 Points)

- Contractor is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. (5 Points)

If a Contractor is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Contractor shall include in its proposal the names of its certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

- The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S:39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>
- The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.
- A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=sel f_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab =2sp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

I. Certification Statement

The Contractor must sign and submit the Certification Statement shown in **Attachment I, Certification Statement**. The statement must be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposals.

J. References

Responses should include three (3) references from existing clients. References must include names with the respective email addresses, telephone and facsimile numbers where the Contractor has provided the requested services. There is particular interest in references that would include any School Schools or organizations that are similar in size.

School reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent's ability to meet or exceed School's requirements.

VIII. EVALUATION CRITERIA

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation of each response will be based on its overall competence, compliance, format, organization, taking into consideration the evaluation criteria below:

Criteria	Maximum Score
1. Hudson Initiative	10
2. Staff Qualifications and Training	25
3. Approach and Methodology (Proposed Plan)	25
4. Proposed Fees	40
Total	100

Each Contractor will receive a cost score computed as follows: $CS = (LPC/PC*50)$

Where: CS = Computed cost score for Contractor

LPC = Lowest proposed cost of all Contractors

PC = Contractor's cost

The Contractor's qualifications will be evaluated based on the proven ability to perform the requested services and any other factor of criterion that may be deemed relevant or pertinent for its evaluation of such qualifications.

IX. BLACKOUT PERIOD

The Blackout Period is a specified period during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any employee or contractor of School involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Contractors, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Contractor is also an incumbent contractor, the School and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstance may the School and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Contractor, or state contractor who violates the Blackout Period shall be liable to the School for damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Contractor or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Contractors;
3. Oral presentations during the evaluation process
4. Communications regarding this solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the procurement or requirements of the RFP

X. PROPOSAL AUTHORITIES, RESTRICTIONS & CLAUSES

School's Authorities and Options

- The School reserves the right to reject all proposals for any reason.
- The School reserves the right to negotiate all proposals for any reason.

Negative Assurances

- School cannot assure that student enrollment or transportation requirements will escalate, decline or remain at status quo. If this is a factor, the Contractor should indicate any minimum or maximum constraints in its proposal.
- School cannot assure that the services will be awarded to any Contractor.

Prohibitions

- School shall assess, negotiate and decide on each proposal without influence from the Contractor's employees, the Contractor's representatives or agents, the Contractor's vendors, or any other parties with a business, financial or family relationship to the Contractor.
- The Contractor is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon School, its Board, and its agents; violators will be prosecuted to the extent of the laws pertinent to School.
- The Contractor is prohibited from contacting any School representatives other than those listed as "School Contact(s)", unless so authorized in writing or email by the Contact.
- The Contractor shall inspect all documents to assure completeness, legibility, etc.
- It is the Contractor's duty to understand the proposal; any misunderstanding is the responsibility of the Contractor; School has no obligation to correct, reject or question any portion of the proposal.
- The Contractor shall abide by all proposal requirements; else the proposal may be rejected by School regardless of type or significance of noncompliance.

Reservation of Rights

The School expressly reserves the right to: (i) cancel this RFP and/or reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) accept or negotiate with all proposals submitted determined to be within the competitive range; (iv) require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration; (v) reject submissions that contain conditions and/or contingencies that in School's sole judgment, make the submission indefinite, incomplete, or otherwise non-responsive or unacceptable for award; (vi) waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to a Contractor; (vii) take any other action allowable by applicable law or regulation; (viii) reject the submission of any Contractor that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this RFP; (ix) select for negotiation the overall best proposal or alternate submitted, in accordance the selection criteria; (x) negotiate with one or more Contractors in any manner School deems fit, (such negotiations may be concurrent or sequential as School determines); (xi) solicit Best and Final Offers (BAFO) utilizing an appropriate procedure following the conclusion of any such negotiations specified in (x); or (xii) reopen negotiations after the BAFO procedure, if it is in School's best interest to do so. No Contractor shall have any rights against School arising at any stage of the RFP from any negotiations that take place, or from the fact that School does not select a Contractor for negotiations. Contractors are advised that in no event, including, but not limited to, those events described in items (i) through (xii) of the preceding sentence, School will reimburse the Contractor for the cost of bid preparation, lost profits or consequential damages of any kind by virtue of School not selecting a Contractor to perform the work under this RFP.

XI. NOTICE OF INTENT TO AWARD

Upon review and approval, a Notice of Intent to Award letter will be issued by the School. The Contract shall be signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the School, School may elect to cancel the Notice of Intent to Award letter and make the award to the next Contractor if all specifications are met. The School will also notify all unsuccessful Contractors as to the outcome of the evaluation process.

XII. RIGHT OF NEGOTIATION

School reserves the right to negotiate with the successful Contractor on final terms, conditions, and requirements, including cost.

XIII. CONTRACT SUPPORTING DOCUMENTS

Contractors are urged to include the following supporting documents with their proposal(s). These documents will be required should this RFP result in a contract.

- W-9 - Must be completed for any Contractor to receive payment from the State of Louisiana. The name and address provided will be used on the Contract. The W-9 form can be found at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Disclosure of Ownership – Required if company is for-profit and domiciled outside of Louisiana. <http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>
- Secretary of State – Companies must be registered and “In Good Standing.” Contractors may apply online at <http://www.sos.la.gov/>. To learn a company’s Status, search: <https://coraweb.sos.la.gov/CommercialSearch/CommercialSearch.aspx>. Provide the printout showing the company’s status with the proposal.
- Board Resolution/Signature Authority Letter – Lists the individual authorized to sign contractual documents. (Signer cannot grant him/herself authority to sign, unless it is a sole proprietorship).

Schedule A - Pricing

ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS

The bidder shall state a guaranteed minimum number of school buses and a guaranteed maximum number of school buses available for performance of the services specified herein. The School reserves the right to award all routes or a portion of all routes to one or multiple vendors. Price will not be the only determining factor in the award or awards.

_____ Guaranteed minimum number of school buses and/or vans

_____ Guaranteed maximum number of school buses and/or vans

*The School anticipates requiring five (5) Regular Education Buses per day.

The proposer shall provide below firm, fixed prices for transportation services in accordance with the requirements and provisions specified herein.

Home to School Transportation

The proposer shall state a firm, fixed price for both the basic rate per school bus and/or van, per day and the excess rate per school bus and/or van, per hour for all school bus and/or van sizes listed below for each pairing:

The contractor shall be compensated at the applicable basic rate per school bus and/or van, per day as stated below for each route consisting of up to five and one-half (5.5) hours live time transportation service. A regular route operating only in the morning or only in the afternoon/evening consisting of up to two and one half (2.5) live time transportation shall be compensated at one-half (1/2) of the applicable basic rate per school bus and/or van, per day stated on the Pricing Page. In addition to the applicable basic rate per school bus and/or van, per day, the contractor shall be compensated at the applicable excess rate per school bus and/or van, per hour as stated below for live time transportation service in excess of five and one-half (5.5) hours. For service in increments of one-quarter (1/4) of an hour, the contractor shall be compensated at the same portion of the excess rate per school bus and/or van, per hour stated below. The one-quarter hour shall be calculated by rounding the time driven to the closest quarter hour. The rounding calculation shall mean that the excess minutes from one (1) to seven (7) shall not cause any added cost (rounded down to the closest one-quarter hour), those minutes from eight (8) to fifteen (15) shall create added cost based on the quarter hour rate (rounded up to the next one-quarter hour).

For School Years 2023/2024 & 2024/2025

The proposer must indicate below the percentage of price increase or percentage of price decrease applicable. If a percentage is not quoted (i.e. left blank), The School shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below will be used in the cost evaluation process to determine the lowest offer and the potential maximum financial liability to The School.

Annual Increase

Year 2 (2024 /2025) Period: +/- _____% over 2024/2025 rates

Year 3 (2025 /2026) Period: +/- _____% over 2025/2026 rates

Regular Transportation-School Bus (Minimum 5.5 hours of daily service)

Transportation Basic Rate
All Routes Per Bus Per Day \$ _____

Transportation Excess Rate
Excess Hourly Rate per Hour over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Monitor Basic Rate
Rate Per Monitor Per Day \$ _____
(Contractor-supplied, during live time)

Monitor Excess Rate \$ _____
Excess Hourly Rate per Monitor over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Regular Transportation-Van (Minimum 5.5 hours of daily service)

Transportation Basic Rate
All Routes Per van Per Day \$ _____

Transportation Excess Rate
Excess Hourly Rate per Hour over 5.5 hours per day
(Charged in 1/4 hr. increments) \$ _____

Monitor Basic Rate \$ _____
Rate Per Monitor Per Day \$ _____
(Contractor-supplied, during live time)

Monitor Excess Rate \$ _____
Excess Hourly Rate per Monitor over 5.5 hours per day
(Charged in 1/4 hr. increments)

Field Trip Transportation Service:

Basic Rate Per Hour \$ _____

Excess Rate Per Hour \$ _____
(Charged in 1/4 hr. increments)

Add on Items:

Daily per-bus add-on cost for providing Digital Cameras:
(Minimum three camera view) \$ _____

Special Needs Transportation

Increase to above rate to add Wheelchair/Lift capability: \$ _____

Monitor Excess Rate \$ _____

Excess Hourly Rate per Monitor over 5.5 hours per day
(Charged in 1/4 hr. increments)

Field Trip Transportation Service:

Basic Rate Per Hour \$ _____

Excess Rate Per Hour
(Charged in 1/4 hr. increments) \$ _____

Add on Items:

Daily per-bus add-on cost for providing Digital Cameras:
(Minimum three camera view) \$ _____

Special Needs Transportation

Increase to above rate to add Wheelchair/Lift capability: \$ _____

Attachment I – Certification Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. School requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____
A. E-mail: _____
B. Telephone Number with area code: () _____
C. Facsimile Number with area code: () _____
D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above-named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative DATE

Attachment II - Student Transportation Agreement

This Student Transportation Agreement (this "**Agreement**"), dated and made effective as of the ____ day of _____, _____ (the "**Effective Date**"), is entered into by and between _____, a _____ with its principal place of business at _____ (together with its successors and assigns, the "**Contractor**"), and _____ (the "**School**") with its principal place of business located at _____.

WITNESSETH:

WHEREAS, the School desires to engage Contractor to provide, and Contractor desires to provide to the School, the Services (as defined below), including certain transportation services for Students enrolled at the School, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I **DEFINITIONS**

"**AM Route Services**" – as defined in **Section 2.1(a)(i)** of this Agreement.

"**Applicable Law**" – means any applicable federal, state, or local law, statute, ordinance, rule, guideline, regulation, order, writ, decree, judgment, agency requirement, license or permit specifically to include Code of the City of New Orleans Louisiana, Section 162, 1800 – 1831, which is attached hereto and incorporated herein as Exhibit D.

"**Bus Policies**" – means those Bus Policies set forth in Exhibit A hereto and made a part hereof.

"**Bus Stop**" – as defined in **Section 2.1(a)(i)** of this Agreement.

"**Cancelled School-Day**" – means a School-Day that is cancelled before its start, for any reason, by the School in its sole discretion.

"**Compensation**" – as defined in **Section 4.1(a)** of this Agreement.

"**Designated Arrival Time**" –as defined in **Section 2.3(e)** of this Agreement.

"**Designated Departure Time**" –as defined in **Section 2.3(e)** of this Agreement.

"**Expenses**" – as defined in **Section 4.1(b)** of this Agreement.

"**Force Majeure**" – as defined in **Section 4.2(c)** of this Agreement.

"**Loaned Materials**" – as defined in **Section 4.1(c)** of this Agreement.

“Monitor” – as defined in Section 9.1 of this Agreement.

“Payment Invoice” – as defined in Section 4.1(a) of this Agreement.

“Permits” – as defined in Section 6.1(b) of this Agreement.

“PM Route Services” – as defined in Section 2.1(a)(ii) of this Agreement.

“Qualified Driver” – means a driver of a School Bus who meets or exceeds the qualifications set forth in Code of the City of New Orleans Louisiana, Section 162, 1812 and any additional qualifications included in the list below:

(1) Applicants must be 21 years of age or older.

(2) Applicants for a school bus driver's permit, or a renewal thereof, must undergo a criminal background investigation as described in R.S. 17:15 and 15:587.1. Said background check may be conducted by School, in its sole discretion.

(3) Applicants must have a current and acceptable driving record verified as required by R.S. 17:491.1.

(a) Drivers must report moving violation convictions in accordance with CDL requirements.

(b) No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:

(i) DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;

(ii) Leaving the scene of an accident involving an injury or fatality; or

(iii) Any felony involving the use of a motor vehicle.

(4) Drivers must have a commercial driver's license (CDL) issued by the state of Louisiana, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization shall also be required for operators of vehicles equipped with airbrakes.

(5) Drivers must pass a physical and eye examination meeting current CDL requirements annually. A copy of the examination record must be filed with the bureau before the beginning of each School-Year.

(6) Prior to employment by Contractor and from time-to-time thereafter, to the extent permitted by Applicable Law, undergoes such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse, and negative present findings for such tests shall be a condition of employment.

(7) Observes the highest possible standards of safe driving at all times and strictly complies with all applicable Commercial Driver's License rules and regulations, as well as all provisions of the State's applicable Motor Vehicle Laws.

(8) Drivers are prohibited from establishing or maintaining any form of social relationship via any means (telephone, texting, internet, social media) with any of the School's students.

(9) Meets any other criteria required by Applicable Law or by School's and Louisiana Department of Education's policies, rules or regulations.

"Qualified Third Parties" – means any third-party to whom the Contractor has subcontracted, assigned or delegated its responsibilities or obligations hereunder after having (i) received the School's prior written approval to do so and (ii) agreed in writing to be bound by Contractor's responsibilities and obligations hereunder. A list of said Qualified Third Parties shall be attached hereto as Exhibit E and updated as necessary by agreement of School and Contractor.

"Rate Schedule" – means the Rate Schedule set forth in Exhibit C attached hereto and made a part hereof.

"Routing Information" –as defined in Section 2.3(e) of this Agreement.

"Routing Parameters" –as defined in Section 2.3(e) of this Agreement.

"School Bus" or "School Buses" – means any vehicle or vehicles used by Contractor or Qualified Drivers to provide the Services hereunder.

"School-Day" means each day of the week, not including Saturdays and Sundays or any holidays (including Summer break) identified on the School Calendar.

"School Premises" – as defined in Section 2.1(a)(i) of this Agreement.

"School-Year" means the period of time commencing on the 1st day of July each year and terminating on the 30th day of June the following year, unless otherwise modified by the mutual agreement of the School and Contractor

"Services" – as defined in Section 2.1(a) of this Agreement.

"Special Event Route Services" – as defined in Section 2.1(a)(iii) of this Agreement.

"State" – means the State of Louisiana.

"Student Safety Incident" – as defined in Section 2.3(d) of this Agreement.

"Students" – means those students who the School has authorized the Contractor to transport, as provided in this Agreement.

"Term" – means the term of this Agreement.

ARTICLE II

TRANSPORTATION SERVICES

Section 2.1 **Services.**

(a) Subject to the terms and conditions of this Agreement, the School hereby engages Contractor, and Contractor hereby accepts engagement, as an independent contractor to the School, to furnish transportation to and from the School for the Students during the days and hours, and over the approved routes, transfer points and stops, set forth in this Agreement and in Exhibit A attached hereto and made a part hereof in a safe manner and with utmost student care (the “Services”). Without limiting the generality of the foregoing, Contractor agrees:

(i) to transport the Students, and only the Students, from locations designated in writing by the Contractor, subject to input from and meaningful consultation with the School (each, a “Bus Stop”), to the School location(s) set forth on Exhibit B attached hereto and made a part hereof (the “School Premises”) before commencement of classes each School-Day during the School-Year (the “AM Route Services”);

(ii) to transport the Students from the School Premises to each Student’s respective Bus Stop following the completion of classes each School-Day during the School-Year (the “PM Route Services”);

(iii) to transport the Students, round-trip, to and from the School Premises and/or such other location(s) designated in writing by the School for field trips, athletic competitions and special events (the “Special Event Route Services”); and

(iv) to provide such other Student transportation services for the Students as may be requested in writing from time to time by the School and agreed by Contractor in its sole discretion.

(b) The School shall have the privilege of modifying the School Bus routes from time to time to meet transportation requirements or needs of the School. Contractor agrees to accept any reasonable change of route upon notice thereof from the School and does further agree to accept adjustment of Compensation as the School may deem proper by any change of route.

(c) In the event of extremely adverse weather conditions, traffic events, or declared state of emergency events, the Louisiana Department of Transportation, Orleans Parish School Board or the City of New Orleans may authorize alterations to existing School Bus routes or AM Route Services & PM Route Services for the safety of the School Bus and the Students. Contractor agrees in such instances to use the altered routes or AM Route Services & PM Route Services so authorized.

(d) Except as otherwise provided herein, Contractor agrees that it shall not deviate from the approved routes, transfer points or stops without the consent of the School.

(e) This Agreement is a personal service contract for Services of the Contractor, and the Contractor’s interest in this Agreement, duties hereunder and Compensation may not be subcontracted, assigned or delegated to any party without the prior written approval of the School, and any attempt to do in violation of this Section 2.1(e) shall be void and of no effect.

Notwithstanding the foregoing sentence, Contractor may perform the Services and any and all activities relating thereto (including, without limitation, operating, maintaining, or repairing a School Bus) by itself or through one or more Qualified Third Parties, as determined by Contractor in its sole discretion, but without relieving Contractor of its obligations hereunder.

(f) The School hereby represents and warrants to Contractor that the School is not under any contract or commitment to any other person or entity, or subject to any Applicable Law that actually conflicts with this Agreement or that prevents the School or Contractor from fully performing its respective obligations hereunder.

(g) Contractor shall notify the School of all health and safety violations, OSHA violations, wage and hour violations, labor violations assessed by any city, state or federal government department or agency against Contractor within 24-hours of notice of such violation to Contractor.

Section 2.2 Scope of Services. The School and Contractor agree that scope of Services provided by Contractor hereunder shall be as set forth in this Agreement and on Exhibit A, subject to any limitations set forth herein and on such exhibit. The scope of Services may be adjusted from time to time upon the mutual written consent of the parties. Execution of such adjustments shall not commence without the mutual written consent of the parties.

Section 2.3 Policies and Procedures of the Services. Contractor agrees to provide to the School the Services as described herein and in accordance with the School's reasonable directions and requests communicated to Contractor, in writing when practicable, throughout the Term, subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, Contractor and the School agree as follows:

(a) AM Route Services and PM Route Services. Contractor will provide the AM Route Services and the PM Route Services on every School-Day during the School-Year, but not during any Canceled School-Day, in exchange for the Compensation described herein, subject to the Rate Schedule. For all AM Route Services and PM Route Services provided hereunder, the School will provide information required for routing to Contractor in writing by June 30th of the first year of the Term of this Agreement, and for each subsequent School-Year no later than August 1st of that year in order for Contractor to determine the most appropriate AM Routes and PM Routes; provided, however, that in the event the School desires any changes to the AM Route Services and/or PM Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the adjusted Routing Information in writing, if any, at least twenty-four (24) hours prior to the requested commencement of such adjusted Services.

(b) Special Event Route Services. Contractor will provide the Special Event Route Services throughout the Term, as requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable). For any Special Event Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least twenty-four (24) hours prior to the requested commencement of such Services.

(c) Other Transportation Services. Contractor will provide transportation services for Students on such other days and at such other times as may be requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable) (collectively, the “Other Services”). For any such Other Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least seventy-two (72) hours prior to the requested commencement of such Services.

(d) Student Behavior: Discipline. Contractor will notify the School in the event any Student behaves in a manner which (i) creates an unsafe condition for the Contractor, any Qualified Driver or any other Students; (ii) to the best of Contractor’s knowledge, is in violation of Applicable Law or any of the Student Bus Policies; or (iii) results in any damage or repairs to any vehicle used by Contractor or any Qualified Driver to provide the Services hereunder (each event, a “Student Safety Incident”). The School and Contractor agree to discuss all Student Safety Incidents following Contractor’s notification thereof, and to work together in good faith to correct the situation; provided, however, that except as otherwise described herein, only the School shall have the authority to suspend or expel a Student from the School or to otherwise discipline a Student. The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with School. Contractor's Qualified Drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each Qualified Driver shall handle all disciplinary matters in strict accordance with School policy. In no case will a Qualified Driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The School and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil.

(e) Routing. Contractor shall be responsible for planning all routes, subject to input from and meaningful consultation with the School and subject further to the routing parameters set forth on Exhibit A attached hereto (the “Routing Parameters”). The School will provide to Contractor the Routing Parameters, together with all Student data and other information reasonably requested by Contractor (collectively, the “Routing Information”) within the time periods corresponding to the type of Services being provided, as set forth in Sections 2.3(a), (b) and (c) above in order for Contractor to plan all routes. Each Route for AM Route Services shall specify the latest permissible arrival time at the School Premises (the “Designated Arrival Time”), and each Route for the PM Route Services shall specify the latest permissible departure time from the School Premises (the “Designated Departure Time”). Contractor shall provide an average student rider count and route mileage report for each route operated once a month to facilitate the adjustment of routes as needed to accommodate student needs and to ensure effective and efficient routing and scheduling, more frequent reports may be required of Contractor by the School, especially in the early weeks of each semester and summer program. Routing software used by Contractor should present a system of record for all routes, current stops and students associated with each stop. Reports can be requested by the School at any time and should be accurate including route name, stop names, stop times (AM and PM) and students assigned to each stop.

Failure to present accurate and current routes within forty-eight (48) hours of request by the School will be considered a breach of this Agreement. Contractor shall perform at its expense, a minimum of one "dry-run" on all regular routes awarded prior to the regular School-Year or summer School term starting. The dry-run shall be made on the day and time as designated by the School. A designated campus official must approve sign-in sheets indicating dry-runs were conducted.

(f) Loading and Unloading Students. Pursuant to La. R.S. 17:158(J), Contractor shall ensure the following policies regarding loading and unloading Students are followed by its employees and third-party contractors at all times during the Term of this Agreement:

(i) Qualified Drivers are prohibited from loading or unloading Students at the School Premises while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder, in a School parking lot, or at another appropriate off-road location at the School Premises (as determined by the School). *(The requirements of this Paragraph shall not apply if the shoulder of a municipal road is the only available alternative and the municipality has not made the shoulder available by designating that area for loading and unloading Students during designated school zone hours.)*

(ii) Qualified Drivers are prohibited from loading or unloading Students at or near their homes while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder unless the School determines that loading or unloading on a shoulder is less safe for the Students. However, if there is no shoulder or if the shoulder is determined to be less safe, a Qualified Driver may load and unload a Student while the School Bus is in a lane of traffic but only if the School Bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the School Bus and the right-side curb or other edge of the road.

(iii) Qualified Drivers are prohibited from loading or unloading a Student in a location on a divided highway such that a Student, in order to walk between the School Bus and the Student's home or School Premises, would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals on the School Bus.

ARTICLE III **TERM**

Section 3.1 Term.

(a) The Term shall commence upon the Effective Date and, unless terminated earlier in accordance with the provisions hereof, shall end specifically on the ___ day of _____, _____. The Agreement may be renewed for subsequent terms of twelve (12) month periods, not to exceed forty-eight (48) months, upon the mutual written consent of both parties. In order for the renewal to become effective, the parties must enter into and execute a written addendum at least sixty (60) days prior to the commencement of the mutually agreed upon renewal period with respect to, any changes to the scope of Services to be provided by Contractor during such renewal period and any changes to the Compensation payable to Contractor by the School hereunder.

(b) In the event of a Canceled School-Day, the Contractor shall not be required to provide the Services on such Canceled School Day, and the School shall not be obligated to pay

any Compensation; *provided, however*, that in the event the School fails to notify Contractor of any Canceled School-Day prior to six in the morning (6 a.m.) on the morning of such Canceled School-Day, the School shall be obligated to pay to Contractor such fees as are set forth on the Rate Schedule.

Section 3.2 Termination

(a) Contractor's performance of the terms of this Agreement shall at all times be subject to the reasonable satisfaction of the School. If the School determines, in its reasonable discretion, that the Contractor's inadequate performance (or non-performance, as the case may be) of its responsibilities or obligations under this Agreement presents a risk of danger or harm to any of the Students, the School may terminate this Agreement immediately, without any advance warning or prior written notice to the Contractor. It is expressly understood and agreed that failure to maintain at all times during the term of this Agreement appropriate levels of insurance coverage consistent with State of LA and City of New Orleans regulations and ordinances shall constitute grounds for immediate termination under this Section 3.2(a). In the event of termination by the School under this subsection (a), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (a).

(b) Except as provided in Section 3.2(a), above, if either party breaches any of the covenants or duties imposed upon it by this Agreement, the non-breaching party shall notify the breaching party in writing of such breach, and the breaching party shall remedy such breach within ten (10) days of receipt of such notice. The non-breaching party may terminate this Agreement if the breaching party fails to remedy such breach within the 10-day period. In the event that the non-breaching party shall have notified the breaching party of a breach of this Agreement on two (2) separate occasions and the breaching party has cured the breach on each occasion, the non-breaching party shall have the right to terminate this Agreement immediately upon the occurrence of a third breach of this Agreement without affording the breaching party the further opportunity to remedy the breach. In the event of termination under this subsection (b), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. If Contractor is the breaching party, then Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (b).

(c) Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party upon the happening of: (1) the other party filing a petition for bankruptcy, (2) the other party becoming insolvent within the meaning of the United States Bankruptcy Code, (3) the other party being charged with committing any felony or misdemeanor, or (4) the termination or non-renewal of School's Charter Operating Agreement. In the event of termination

of this Agreement by either party pursuant to this subsection (c), the School will be liable for all payments to the Contractor up to and including the thirtieth (30th) day of the termination notice.

(d) The School may terminate this Agreement for convenience by providing sixty (60) days' written notice to the Contractor. In the event of termination of this Agreement, the School, pursuant to this subsection (d), will be liable for all payments to the Contractor up to and including the sixtieth (60th) day of the termination notice.

ARTICLE IV **COMPENSATION**

Section 4.1 Payments.

(a) As compensation for the Services rendered by Contractor to the School and for all other obligations of Contractor hereunder, the School shall pay to Contractor an aggregate amount equal to the applicable rates as are set forth on the Rate Schedule, and such other amounts as are mutually agreed upon as described herein (the "Compensation"). Contractor shall generate separate invoices for each school listed on Exhibit B. Contractor shall submit invoices (each, a "Payment Invoice") to the School's designee on the first week of each month setting forth the Compensation, Expenses, and any additional charges described herein, which are payable to Contractor hereunder. The School shall issue to Contractor payment of any undisputed portions of the invoice within thirty (30) days of receipt of Contractor's Payment Invoice.

(b) In addition to the Compensation payable to Contractor hereunder, the School shall reimburse Contractor for any amounts expended by Contractor on behalf of the School, including but not limited to any fuel surcharge fees as are set forth on the Rate Schedule (the "Expenses").

(c) From time to time, Contractor may loan certain items to the School, such as two-way radios, cellular telephones, video recording equipment, tape adaptors, and other items reasonably requested by the School and/or deemed appropriate or necessary by Contractor (collectively, the "Loaned Materials"). Any loss of or damage to the Loaned Materials by the School, and/or any Student shall be subject to the additional charges set forth on the Rate Schedule.

(d) In the event the School fails to make timely payment of any undisputed amounts set forth on a Payment Invoice, the unpaid undisputed amount shall accrue interest at such rates and/or shall be subject to such other penalties as are set forth on the Rate Schedule.

(e) The School will dispute any contested charge presented by the Contractor within thirty (30) days. The Contractor will respond to such a dispute within thirty (30) business days.

Section 4.2 Force Majeure.

(a) Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due in the event of Force Majeure; *provided, however*, that Force Majeure will not excuse the School from paying amounts due to Contractor through any

available lawful means acceptable to Contractor. If any Force Majeure event continues to prevent or delay either party's performance of its obligations under this Agreement for more than sixty (60) days, this Agreement may be terminated, effective immediately upon either party's receipt from the other party of notice of termination for Force Majeure.

(b) If the Agreement is terminated pursuant to Section 4.2(a) by reason of Force Majeure, the terminating party will deliver to the other party a written notice of termination, specifying in reasonable detail the circumstances of such Force Majeure event, and the School will pay Contractor for any earned, unpaid and undisputed Compensation and for any reimbursable Expenses incurred, prior to delivery of the Force Majeure termination notice (including any pro-rata portion thereof).

(c) For the purposes of this Agreement, "Force Majeure" shall mean fire, hurricane, impending hurricane, named storm, earthquake, flood or other act of God or natural disaster, strikes, work stoppages, voluntary and/or mandatory evacuations, civil commotions, litigation which has enjoined or is otherwise reasonably expected to prevent Contractor's provision of Services, change in Applicable Law that makes impossible or reasonably impracticable Contractor's provision of the Services, war or act of any foreign nation, act or power of government or governmental agency, authority or instrumentality, or terrorism.

Section 4.3 Payment of Compensation and Reimbursement of Expenses. To ensure the timely provision of the contracted Services under this Agreement, the School will pay and/or reimburse all undisputed amounts due to Contractor via check, Visa, Mastercard, American Express, or bank wire transfer within thirty (30) days of receipt of a Payment Invoice from Contractor. The School agrees to be solely responsible for any service charge resulting from refused payment or method of payment.

ARTICLE V **CONTRACTOR ARRANGEMENT**

Section 5.1 Relationship of the Parties; Independent Contractor. Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent, partner or joint venturer of the School. Contractor shall accept any reasonable directions issued by the School pertaining to the goals to be attained and the results to be achieved by Contractor, but Contractor shall be solely responsible for the manner in which the Services are performed under this Agreement (except as expressly provided herein or as otherwise required pursuant to Applicable Law). CONTRACTOR IS NOT AN EMPLOYEE OF COMPANY AND THIS CONTRACT IS NOT AN EMPLOYMENT CONTRACT. CONTRACTOR WILL RECEIVE NO BENEFITS CUSTOMARILY PROVIDED TO COMPANY'S EMPLOYEES. In connection with any of the Services or the performance of this Agreement, Contractor agrees to pay (i) all taxes, licenses and fees levied or assessed on Contractor or on the Services by any governmental agency, (ii) unemployment compensation insurance, (iii) old age benefits, (iv) social security, and (v) any other taxes upon the wages of Contractor, its agents, employees, subcontractors and representatives (with (i) through (v) collectively referred to as the "Taxes"). Payments for the Services will not be considered wages and therefore no deductions or withholdings (e.g., for taxes of any kind, social security, Medicare, etc.) will be made.

Section 5.2 Contractor Services. The School and Contractor shall work together in good faith to establish the policies and procedures necessary for the performance of the Services. All policies and procedures pertaining to the contracted services shall comply with Applicable Law.

ARTICLE VI

WARRANTIES AND OTHER OBLIGATIONS

Section 6.1 Additional Representations and Warranties.

(a) Each party hereby mutually represents, warrants and covenants to the other party as follows:

(i) Said party shall perform its obligations under this Agreement in a timely, diligent, competent, professional and workmanlike manner, and none of such obligations nor any part of this Agreement is or will be inconsistent with any obligation either party may have to others; and

(ii) Said party is authorized to enter into this Agreement and all exhibits attached hereto, as applicable, and has obtained all applicable approvals and permissions to execute this Agreement and all exhibits attached hereto under the laws of the United States and the State, as applicable.

(b) The School represents and warrants that to the extent any licenses, permits, certifications, insurance, authorizations and approvals are legally required by any applicable federal, state or local jurisdiction to perform its obligations under this Agreement (collectively, the "Permits"), the School, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and no payments will be required to be made by Contractor to any third party in connection with such Permits (or, if any such payments are required, the School will be solely responsible therefor and will indemnify and hold harmless Contractor in connection therewith).

(c) Contractor represents and warrants that to the extent any Permits are required to perform its obligations under this Agreement, Contractor, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and no payments will be required to be made by the School to any third party in connection with such Permits (or, if any such payments are required, the Contractor will be solely responsible therefor and will indemnify and hold harmless the School in connection therewith).

ARTICLE VII

RECORDS AND REPORTS

Section 7.1 Personally Identifiable Information. Under the terms of this Agreement, Contractor may be provided with Students' "personally identifiable information" as defined in La.

R.S. 17:3913(B)(1). Accordingly, Contractor shall not allow access to, release, or allow the release of Student information to any person or entity except as specified below and must take all steps required by Applicable Law, including the following:

(a) Contractor agrees to protect and maintain the security of data with protecting security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.

(b) Contractor agrees that any “personally identifiable information” will be stored, processed, and maintained solely on designated servers and that no such data at any time will be process on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor’s designated backup and recovery processes. All servers, storage, backups and network paths utilized in the delivery of the Services shall be the states, districts, and territories of the United States.

(c) Contractor agrees to implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data.

(d) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.

(e) Contractor agrees that, as required by applicable state and federal law, auditors from state, federal or School, or other agencies so designated by the School, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and School during normal working hours for this purpose.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all Applicable Laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Further, Contractor agrees to notify School immediately and assume responsibility for informing all such individuals in accordance with Applicable Law and to indemnify, hold harmless and defend School from and against any claims or damages related to a Notification Event.

(g) Contractor agrees that upon termination of this Agreement, it shall return all data to School in a useable electronic form, and erase, destroy, and render unreadable all data Contractor may have, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of School, whichever shall come first.

(h) Contractor agrees that unauthorized disclosure of such information may irreparably damage School, such that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any protected information shall give School the right to seek injunctive relief to restrain the disclosure, in addition to any other remedy. Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor also grants School the right, but not the obligation, to enforce these provisions in Contractor’s name.

(i) Contractor must establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. This plan must be available for review within 45 days of this Agreement becoming effective.

(j) Contractor agrees that the confidentiality obligations contained herein shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer.

Section 7.2 Quality Assurance Audits. Contractor shall cooperate with the School in conducting quality assurance audits as determined appropriate by the School. Quality Assurance Audits will be scheduled at least one week in advance. Unscheduled audits and inspections shall be conducted by the School as the need warrants. Inspection of vehicles by the School shall be an integral part of the audits.

ARTICLE VIII

INDEMNIFICATION; INSURANCE

Section 8.1 Indemnification; No Consequential or Liquidated Damages.

(a) Indemnification. Contractor agrees to indemnify, defend and hold the School, and each of its members, managers, directors, officers, employees, agents, contractors, subcontractors and representatives, harmless from and against any and all losses, damages, liabilities, claims and threatened claims and expenses of any kind (including, without limitation, outside attorneys' fees), arising out of, under or in connection with, in whole or in part, the negligent acts or omissions of Contractor in the provision of the obligations and Services Contractor agreed to undertake in this Agreement, unless caused by School's gross negligence, intentional act or willful misconduct.

(b) Notwithstanding anything to the contrary contained in this Agreement, no party shall be liable to the other party for any consequential, punitive, special, incidental or direct damages, except to the extent awarded by a tribunal of competent jurisdiction in connection with a claim brought by a third party against a party hereto, which gives rise to a right of indemnification of the other party pursuant to this Section 8.1.

Section 8.2 Insurance. Contractor shall at its expense obtain and maintain, at all times this Agreement is in effect, the following insurance with carriers authorized to do business in Louisiana, eligible to conduct business in Louisiana in accordance with R.S. 22:431, et seq., against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. General liability coverage must include coverages for sexual abuse and molestation. \$5,000,000.00 per occurrence required for transport traveling more than 10 miles outside of Orleans Parish in accordance with Applicable Law.
- Business automobile insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit. This policy is to list the make, model, and

- VIN of all vehicles utilized in service to School. Should vehicles be swapped, or taken out of service, School is to be notified, and the insurance policy updated.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
 - Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be in excess over the general liability, employers liability and automobile liability coverages.
 - Contractor shall procure and maintain for the duration of the contract insurance covering claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, invasion of privacy and breach of data. **Cyber Liability** Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

School shall be named as an Additional Insured for both ongoing and completed operations under the commercial general liability insurance and as an Additional Insured for business automobile insurance required by this Agreement. A waiver of subrogation in favor of School should be included on all required insurance policies. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies. Insurer shall maintain a minimum A.M. Best's & Company rating of A.

Contractor shall provide duly executed certificates evidencing such types and limits of insurance (which shall evidence additional insured status, the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against School and provide that notice of cancellation shall be provided to School in accordance with policy provisions). Such certificates shall be deposited with School on or before execution of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of each policy and upon request of School. The Contractor's failure to provide a certificate or School's acceptance of a non-conforming certificate does not waive these contractual insurance requirements.

ARTICLE IX

OPERATIONS PERSONNEL/QUALIFIED DRIVERS; TRAINING; EQUIPMENT

Section 9.1 Operations Personnel/Qualified Drivers.

(a) Contractor shall employ a sufficient number of Qualified Drivers and support personnel to assure School of continuous, reliable, safe, and on time performance of the Services. The School and Contractor acknowledge and agree that, from time to time, certain School Buses, routes, Students and/or types of Services provided by Contractor hereunder may require the utilization of a Monitor or other Student assistant (each, a "Monitor"). Such a determination shall be made jointly by Contractor and the School, with the final decision being made by the School. The provision of Monitors hereunder shall be subject to the Compensation described herein and on the Rate Schedule.

(b) Contractor shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct.

(c) Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, School shall have the right to request Contractor to remove from service to School any employee who, in School's sole discretion, is deemed unsuitable for the performance of transportation services for School; provided that School shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate any Applicable Law.

(d) Contractor shall not knowingly permit any Qualified Driver, and no Qualified Drive shall, smoke or vape on the School Bus or on any School property, be under the influence of illegal drugs or alcohol while operating a School Bus, bring firearms or weapons on the School Bus, or use cellular phones for personal calls, texting, accessing the internet or social media and/or playing a broadcast radio while driving the School Bus.

Section 9.2 Training Requirements.

(a) Contractor shall provide thorough instruction to Qualified Drivers in compliance with any and all applicable local, State and federal safety and operations guidelines and regulations.

(b) Prior to the start of the School-Year, Contractor may, at request of School, provide time at one of its Qualified Driver orientation sessions so that School administrators may address Qualified Drivers assigned to work under this Agreement on matters relating to the expectations for Student conduct and to familiarize Qualified Drivers with members of the School administration. Such orientation will be at a time and place mutually agreed upon by Contractor and School. School may not distribute materials to Qualified Drivers without Contractor approval.

Section 9.3 Equipment.

(a) Contractor shall provide at its sole expense a sufficient number of School Buses to fully and timely perform the Services, and each School Bus shall meet or exceed the standards established by Applicable Law and all applicable requirements of this Agreement. All School Buses shall comply with all Applicable Laws regarding display of local and State permits and inspection certificates. Any School Bus not meeting requirements of all Applicable Laws shall be taken out of services and replaced with a School Bus that meets all Applicable Laws.

(b) Contractor shall furnish, at its own expense, all labor, parts and other materials required for the maintenance and operation of the School Buses. Contractor shall keep and maintain the School Buses in good and safe mechanical condition at all times in accordance with Applicable Law and accepted industry maintenance standards.

(c) Contractor shall keep the School Buses in clean and sanitary condition at all times. Subject to applicable law, the School may, in its sole discretion and immediately upon request, inspect any and all School Buses and maintenance records pertaining to said School Buses

in the event that School has a good faith basis to believe, or has received a credible allegation, that a School Bus is inoperable or is being poorly maintained.

(d) Contractor shall ensure that all School Buses are equipped with operable two-way radios or cellular phones. Contractor agrees to perform an inspection of all radios or cellular phones prior to the start of the School-Year and periodically throughout the School-Year in order to ensure proper operability and performance

(e) Contractor agrees that all School Buses shall be equipped with operable GPS tracking monitors and systems. Contractor agrees to perform an inspection of all GPS units prior to the start of the School-Year and periodically throughout the School-Year in order to ensure proper operability and performance.

(f) Contractor agrees that all School Buses shall have fire extinguishers that are inspected on an annual basis by an authorized inspection agency. The Contractor agrees to provide to the School any documentation from the authorized inspection agency relating to said annual inspection.

(g) Each School Bus used to transport Students shall contain lettering identifying the name of the School. The lettering shall be black and in block form. The lettering shall be placed on both sides of the School Bus as high as possible to provide maximum visibility.

(h) In the event that (i) School or any governmental agency imposes equipment requirements other than those set forth above on Contractor's School Buses during the Term which are specific requirements for the operation of this Agreement or (ii) immediate installation of equipment is required for continuing operation of the School Buses, Contractor and School 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 Agreement upon not less than sixty (60) days' prior written notice to the other party.

ARTICLE X **VANDALISM**

Damage to Contractor's equipment or facilities shall be the responsibility of Contractor. School shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by School students or personnel. Contractor may, with the written concurrence by School, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Review and Consultation. It is understood and agreed that Contractor and the School have each entered into and executed this Agreement voluntarily and that such execution by Contractor and the School is not based upon any representations or promises of any kind made by the other party or any of its representatives except as expressly recited in this Agreement. The Contractor and the School each further acknowledges that it has read and fully understands each section of this Agreement, that it was advised in writing by the other party to consult with an

attorney prior to executing this Agreement, and that it has availed itself of legal and/or other counsel to the full extent that it deems appropriate.

Section 11.2 Intentionally omitted.

Section 11.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns, and the personal and legal representatives, executors, administrators, successors, distributees, devisees and legatees of each party.

Section 11.4 Entire Agreement. This Agreement and the exhibits attached hereto contains the entire understanding of Contractor, on the one hand, and the School, on the other hand, with respect to the subject matter hereof, and all oral or written agreements or representations, express or implied, with respect to the subject matter hereof are set forth in this Agreement.

Section 11.5 Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Contractor and the School.

Section 11.6 Compliance with Laws. Notwithstanding any contrary provision in this Agreement, Contractor shall comply with all Applicable Laws in providing transportation services described herein.

Section 11.7 Notice. All notices hereunder must be in writing and shall be deemed given upon receipt of delivery by: (a) hand (against a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally-recognized overnight courier service (against a receipt therefor) or (d) facsimile or e-mail transmission with confirmation of receipt. All such notices must be addressed as follows:

If to the School, to:

Cheryllyn Branche
8550 Curran Blvd.
New Orleans, LA 70125
cbranche@motoncharter.org

with copy (not deemed notice) to:

Lee C. Reid
Adams and Reese LLP
4500 One Shell Square
New Orleans, LA 70139
E-Mail: lee.reed@arlaw.com

If to Contractor, to:

[INSERT]

with a copy (not deemed notice) to:

[INSERT]

Section 11.8 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State, without regard to any conflicts of law principles which might otherwise require the application of the law of another jurisdiction.

(b) The parties hereby agree that any action brought with respect to this Agreement and the transactions contemplated hereunder, including, but not limited to, any action for injunctive relief for the breach, shall be brought in state or federal court in the Parish of Orleans, Louisiana, and further that such venue shall be the exclusive venue for resolving any such disputes. The parties consent to personal jurisdiction in state or federal court in the Parish of Orleans, Louisiana, and further waive any objection they may have as to such venue.

Section 11.9 Severability. If any term, provision, covenant or condition of this Agreement is held by a tribunal of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 11.10 Survival. Except with respect to those provisions which by their nature or express terms do not survive the termination of this Agreement, the rights and obligations of the School and Contractor under the provisions of this Agreement, specifically including Article I, Article II, Article III, Article IV, Article VI, Article VII, Article VIII and Article XI, shall survive and remain binding and enforceable, notwithstanding any termination of this Agreement for any reason, to the extent necessary to preserve the intended benefits of such provisions.

Section 11.11 No Waiver. The failure of a party to insist upon strict adherence to the terms of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 11.12 Remedies Not Exclusive. No remedy specified herein shall be deemed to be such party's exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in this Agreement, the parties shall have all other rights and remedies provided to them by Applicable Law, rule or regulation.

Section 11.13 Third Party Benefit. Unless expressly contained to the contrary in this Agreement, nothing contained in this Agreement shall be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

Section 11.14 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11.15 Construction. The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. For purposes of the Agreement, and unless the context requires otherwise, the words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation but rather shall be deemed to be followed by the words “without limitation”.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the School and Contractor have caused this Agreement to be executed as of the Effective Date.

SCHOOL:

Cheryllyn Branche
8550 Curran Blvd.
New Orleans, LA 70127

CONTRACTOR:

[INSERT]

EXHIBIT A

THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES

The following additional terms and conditions shall apply to the School Transportation Agreement (the "Agreement"), dated and made effective as of the Effective Date, by and between [] (the "Contractor") and [] (the "School") and shall be treated as part of the terms of the Agreement. Capitalized terms not defined in this Exhibit A shall be accorded the definitions assigned to them in the Agreement.

Bus Policies

- A. Point of Contact: The School shall be responsible for designating a contact person (the "School Representative") for all matters pertaining to this Agreement and the provision of the Services, including the capability of contacting bus drivers via two-way radio or cellphone. The School Representative shall be available to Contractor to assist in any Student needs: (i) for at least one (1) hour prior to the Designated Arrival Time for AM Route Services; (ii) for at least one (1) hour after the Designated Departure Time for PM Route Services; and (iii) for at least one (1) hour after the last School Bus leaves the designated program location for any Special Event Route Services or Other Services, as applicable. Contractor shall immediately contact the "School Representative " in the event of an accident involving one of its School Buses. Additionally, Contractor shall download video of the accident and make it available to the school upon request.
- B. Accidents: Each accident or serious incident that occurs while operating a School bus route shall be reported to the School Representative by Contractor as soon as possible but in no case shall more than one hour elapse between accident/incident and notification to the School Representative. The initial report from the vendor shall be made by the method determined appropriate by the School. Failure to notify the School within one (1) hour of an accident will be considered a breach of this Agreement. Each accident or serious incident must also be reported in writing to the School within twenty-four hours of an accident or incident occurrence. This report must include the name and School of all students involved in the accident or incident. The School retains the right to require an investigation of accident/incidents including a written report with changes to processes to be implemented if warranted. Failure to provide the School a written report within twenty-four (24) hours with accident or incident report will be considered a breach of this Agreement.
- C. Contractor Point of Contact: Contractor must assign an Account Manager to serve as point of contact for all School transportation-related issues. Contractor shall notify School within twenty-four (24) hours of a change of Account Manager. Failure to do so will be considered a breach of this Agreement. Account Manager must be available 24-hours per day in case of emergency.

- A. School Bus Departure: The School Representative, or other designated and proper official of the School, shall clear each School Bus for departure from the School Premises. Once

such clearance is given, no School Bus will return to the School Premises for any reason; provided, that in the event a School Bus is required to return to the School following receipt of such clearance, the School shall pay the additional fees set forth on the Rate Schedule.

- B. Maximum School Bus Capacity: No School Bus shall be permitted to leave the School Premises if the number of Students on such School Bus exceeds the maximum capacity for the School Bus, as set forth below:

Grade Levels	Maximum Capacity
K-8	50 Students
9-12	45 Students

- C. Responsibility for Students: Students in K-2 grade shall be released to an adult per Applicable Law.

- D. Additional Responsibilities for Special Education Bus Drivers: Special Education bus drivers will be responsible for taking daily attendance on School provided forms and returning them at the end of each week. Contractor shall maintain and track all students requiring special transportation with a roster that denotes the students intending to ride each special transportation bus. On a daily basis the bus driver and/or the aide shall note which students rode the bus and the roster shall be provided to the school where the students are transported to in order to assist with Medicaid billing.

- A. School Bus Storage: School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by Chapter 154 of the Code of the City of New Orleans or the City of New Orleans Comprehensive Zoning Ordinance or other local Applicable Laws, including zoning and parking. The following will serve as the locations Contractor will use as bus storage when the school buses are not in use: .

Routing Parameters

- A. Route Limitations: All Routes serviced by Contractor pursuant to the Agreement shall be subject to the following parameters and limitations:

1. AM Route Services & PM Route Services: School Bus will arrive at [Robert Russ Moton Charter at 7:20 am every day with the AM Route and depart at from [School Name] by 3:20pm, every afternoon with the PM Route. Unless otherwise agreed to by Contractor in writing, no route for AM Route Services and PM Route Services may exceed one hour and twenty minutes (1:20) and any additional route duration or stops shall be subject to additional charges as set forth on the Rate Schedule.

2. *Other Services: After-School Routes:* Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to “After-School” Services may exceed seventeen (17) stops, and any additional stops shall be subject to additional charges as set forth on the Rate Schedule.
 3. *Other Services: Special Needs:* Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to “Special Needs” Services may exceed two (2) hours, and any additional duration shall be subject to additional charges as set forth on the Rate Schedule.
- B. *Routes Fixed as of October 31st:* Following October 31st of each year, any routes which have been established for that year will be considered “fixed”. Notwithstanding the foregoing, in the event additional stops are added to the route following such date due to the enrollment of new Students with the School, Contractor and the School shall work together in good faith to agree upon any changes to the Compensation.
- C. *Alteration of Routes:* Once any route is established as “fixed” reasonable alterations to the route thereafter requested by the School and may be subject to an additional charge as set forth on the Rate Schedule.” This change makes clear that fixed routes can be changed and, under appropriate circumstances, may require an additional charge.
- D. *Other Services: ACT, After-School and Activity Routes:* Any routes established for Other Services which pertain to “ACT”, “After-School” and “Activity” route services shall be subject to additional charges as set forth on the Rate Schedule.
- E. *Reduction of School Buses:* After evaluation of rider data, School call for a reduction in the number of School Buses servicing such routes.
- F. *In-Parish Bus Stops Only:* Unless otherwise agreed to by Contractor in writing, Contractor shall only be required to service Bus Stops on routes which are limited to locations within Orleans Parish, and any route which requires Contractor to service Bus Stops outside of Orleans Parish shall be subject to additional charges as set forth on the Rate Schedule. Along with routing, Contractor shall be responsible for establishing bus stops and providing such information to School.
- G. *iBus Boss & GPS Training:* Contractor shall provide to the School two (2) iBus Boss and GPS training sessions for each School Premise serviced under this Agreement. Any additional training sessions requested by the School shall be subject to the additional charges as set forth on the Rate Schedule.
- H. *Video:* Contractor shall agree to have functioning **digital video cameras with sound** on all School Buses. Failure to present video from inside a School Bus upon request by the School will be considered as a breach of this Agreement.

I. School Provided Routing Information: As more fully set forth in the Agreement, prior to the commencement of any Services for any route established under the Agreement, the School shall provide to Contractor the following Routing Information:

1. name, address and contact information for each Student requiring transportation services;
 2. name, address and contact information for each emergency contact for K-2 Students requiring transportation services;
 3. name, and contact information of guarding receiving K-2 Students requiring transportation services;
 4. name, address and contact information for each Special Need Student requiring transportation services, an indication of which route(s) such Student(s) will be using, and information regarding any and all special accommodation each such Student(s) requires;
 5. total number of Students for (a) all routes and (b) each individual route (to be determined once School Bus routes are generated by Contractor);
 6. proposed drop-off and pick-up locations (*i.e.*, Bus Stops) for each Student (to be determined once bus routes are generated by Contractor);
 7. drop-off, pick-up and destination location(s), as applicable, for any Special Event Route Services and/or any Other Services;
 8. instructional opening and release bell time schedule for each School Premises serviced under this Agreement;
 9. Designated Arrival Times and Designated Departure Times, together with the target and earliest permissible School Bus arrival time and target and latest permissible School Bus departure times for each route and/or type of Service provided under this Agreement;
1. proposed assignment of Monitors, aides, attendants, etc.;
 2. any relevant Student drop-off and pick-up policies;
 3. any "Special Needs" transportation policies;
 4. hours of operation of each School Premises location; and

5. any other information which the School considers relevant to Contractor, or which Contractor otherwise requests, in connection with this Agreement and the establishment of routes hereunder.

H. *Contractor Provided Routing Information:* As more fully set forth in the Agreement, prior to the commencement of any Services for any route established under the Agreement, the Contractor shall provide to School the following Routing Information:

1. an indication of which route(s) individual Student(s) will be using;
2. total number of Students for (a) all routes and (b) each individual route; and
3. proposed drop-off and pick-up locations (*i.e.*, Bus Stops) for each Student.

EXHIBIT B

SCHOOL LOCATIONS

The following is a list of the locations of each School Premises to be serviced under this Agreement:

Robert Russa Moton Charter School
8550 Curran Boulevard
New Orleans, LA 70127

EXHIBIT C

RATE SCHEDULE

The following is a list of fees and rates which shall apply to this Agreement, the Services and any additional charges which may be assessed:

A. **AM Route Services & PM Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- o Standard Route Services (centralized stopping): [_____]
- o Tiered Route Services: [_____]
- o Additional Duration: [_____] per for every 15 minutes over scheduled route if caused by School.
- o Monitor Cost: [_____] per day
- o Alteration of Routes after October 31st: [_____] (per hour of Contractor office work)

B. **Special Event Route Services**: All rates for Special Event Route Services shall be mutually agreed upon in writing by the parties on a per-occurrence basis.

- o In-Town Field Trips [_____]

C. **Special Needs Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- o Routes less than 2 hours: [_____] (includes bus monitor)

D. **Miscellaneous Other Charges & Fees** (These fees will start August 20__):

- o Fees for Canceled School-Day notified after 5 a.m.: [_____] (per School Bus)
- o Return of School Bus Following Receipt of Clearance: [_____] (per School Bus)

- o Reduction of School Buses: 20% of the remainder of the Agreement (per School Bus)
- o Bus Stops outside of Orleans Parish: [] (per day/per route)
- o Additional iBus Boss & GPS Training Sessions: [] (per training session)
- o Loss or Damage to Loaned Materials (These fees will start in August 20__):
 - ☞ Cell Phones [] (per phone)
 - ☞ USB (Camera Wires) [] (per USB / wire)
 - ☞ Camera Tapes [] (per tape)
 - ☞ SD Card [] (per card)
 - ☞ Keys [] (per key)
- o Fuel Surcharge Fees: If fuel exceeds 3.75 (per gal.): [] (per mile)
- o Late Payment Penalty (accruing monthly on total unpaid invoiced amount)
 - ☞ more than 30 days late: []
 - ☞ more than 41 days late: []
- o Fuel Surcharge Fees: If fuel exceeds 3.75 (per gallon): [] (per mile)
- o Contractor Performance Penalties: Contractor shall be subject to the following penalties for poor performance:
 - Bus arriving at School after the latest permissible drop off time established by the School on AM & PM routes (This only becomes applicable after the first two weeks of services have passed and/or if the delay is the fault of the Contractor): [] per bus
 - Bus arriving at School after the scheduled departure time established by the School on AM & PM routes (This only becomes applicable after the first two weeks have passed and/or if the delay is the fault of the Contractor): [] per bus

- Bus on which iBus Boss is operable (starting in August 20__): [_____] per bus

- GPS is inoperable (starting in August 20__): [_____] per bus

- Bus on which Contractor communication equipment is inoperable: [_____] per bus

- Buses for which Contractor cannot produce video (starting in August 20__): [_____] per route

EXHIBIT D

[New Orleans City Code Sections 162, 1800 – 1831]

Retrieved on May 22, 2019, from

https://library.municode.com/la/new_orleans/codes/code_of_ordinances?nodeId=PTIICO_CH162VEHI_ARTXVISCBU&showChanges=true

New Orleans, LA - Code of Ordinances /Chapter 162 - VEHICLES FOR HIRE / ARTICLE XVI. - SCHOOL BUSES

ARTICLE XVI. - SCHOOL BUSES

● **DIVISION 1. - GENERALLY**

Sec. 162-1800. - Certificate required.

- (a) No school bus shall be operated on the streets of the city unless the owner of such vehicle has first applied for and received a certificate of public necessity and convenience (CPNC) in the manner provided in this chapter.
- (b) It shall be unlawful for any person to transport or offer to transport passengers in any school bus which does not have affixed to the windshield thereof a valid for-hire vehicle inspection certificate issued along with a valid CPNC as set forth by the director of safety and permits.
- (c) All certificates of public necessity and convenience shall remain as the property of the city.
- (d) Notwithstanding section 162-321, school bus CPNCs shall not be transferred, sold, or given from one holder to another including the sale of one company in its entirety to another.
- (e) Delinquency penalty. A CPNC expires on April 30 of each year and must be renewed within the month following expiration (May) for a fee of \$150.00. A CPNC renewal that is submitted in the month of June is subject to a delinquency penalty of \$150.00 in addition to the renewal fee of \$150.00. A CPNC renewal that is submitted in the month of July is subject to a delinquency penalty of \$150.00 in addition to the renewal fee and the June delinquency penalty. A CPNC shall not be renewed after July 31; however, the director of the department of safety and permits (or his designee) at his discretion may make an exception for good cause shown by the CPNC holder. The request for an exception must be made in writing before August 1 and if granted is subject to a delinquency penalty of \$50.00 per month beginning in the month of August. This delinquency penalty shall be in addition to the fees and penalties outlined above.
- (f) Revocation of CPNC. A CPNC that is not renewed by July 31 is suspended. A CPNC shall be revoked if a renewal is not submitted in May, June, July or within the extended time period granted by the director or the designee.

(g) Extension for acquiring a vehicle and fee. Compliance with the requirement that a CPNC holder must have a vehicle in service may be extended for a period of time by the director of the department of safety and permits (or his designee) for good cause. The first extended time period is limited to a maximum of 90 days. Additional extensions may be granted but the aggregate of such extensions is limited to a maximum of one year. There is no fee for the first extension. Additional extensions are subject to a fee of \$50.00 per month. If a vehicle is not placed into service within the extended time period granted by the director or the designee, the CPNC shall be revoked.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1801. - Special regulations for school buses.

In addition to the other applicable provisions of this chapter, all holders of a school bus certificate of public necessity and convenience and school bus operators shall comply with the applicable provisions of this article.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1802. - School bus liability insurance coverage.

All school buses operating in the city shall have current liability coverage for each vehicle.

(a) The liability coverage for a school bus engaged exclusively in the transport of children to and from school and related activities shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$1,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon and street.

(b) The liability coverage for a school bus that is additionally engaged in transport for hire to parties other than schools or traveling more than ten miles outside of the city shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$5,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1803. - School bus parking and waiting areas.

School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by Chapter 154 of this Code or the Comprehensive Zoning

Ordinance. Vehicles found to be parked, stored, or otherwise not actively operating in any such area shall be subject to administrative action by the ground transportation bureau under the provisions of this chapter in addition to action by any other enforcement agency of the city.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1804. - CPNC prerequisite for contracting for service.

(a) The owner, operator, or any other person in possession of a school bus as defined by this Chapter shall not contract with the owner, operator, institution, or entity responsible for the students who will be transported in said vehicle without the issuance of a CPNC and presence of a valid inspection certificate.

(b) Owners, operators, institutions, and/or entities responsible for the students for whom transportation is being provided shall ensure potential vendors possess the requisite documentation from the City of New Orleans prior to allowing such vendor to transport children.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1805—162-1809. - Reserved.

• DIVISION 2. - SCHOOL BUS DRIVER REGULATIONS

Sec. 162-1810. - School bus driver permit required.

It shall be unlawful for any person to operate a school bus, or other for-hire vehicle utilized in the transportation of pre primary, primary, or secondary students to or from school or related events within the city without possessing a current school bus driver's permit.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1811. - Identification and uniform.

All school bus drivers are required to wear photo identification containing the operator's name and the affiliated company. This identification shall be worn during all duty hours and shall be worn to be plainly visible at all times.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1812. - School bus driver background checks.

(a) Applicants must be 21 years of age or older.

(b) Applicants for a school bus driver's permit, or a renewal thereof, must undergo a criminal background investigation as described in R.S. 17:15 and 15:587.1.

(c) Applicants must have a current and acceptable driving record verified as required by R.S. 17:491.1.

(1) Drivers must report moving violation convictions in accordance with CDL requirements.

(2) No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:

A. DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;

B. Leaving the scene of an accident involving an injury or fatality; or

C. Any felony involving the use of a motor vehicle.

(d) Drivers must have a commercial driver's license (CDL) issued by the state of Louisiana, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization shall also be required for operators of vehicles equipped with airbrakes

(e) Drivers must pass a physical and eye examination meeting current CDL requirements annually. A copy of the examination record must be filed with the bureau before the beginning of each school year.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1813. - Drug screenings.

Applicants for a school bus driver permit must pass initial drug and alcohol screening requirements and United States Department of Transportation-directed random testing, as specified by the Federal Motor Carrier Safety Administration.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1814. - Training certificate and line letter.

(a) Initial applicants for a school bus driver permit must submit a letter of employment from a school bus company operating within the city and documentation of completed training as required by the State of Louisiana Department of Education.

(b) Renewal applicants must submit documentation of completing continued certification to include a minimum of eight hours biannually.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1815. - School bus attendants (aides).

It shall be unlawful for any individual to be employed as a school bus attendant on any school bus which has been issued a CPNC under this article without first having been issued a school bus attendant permit. This section shall not apply to a school bus attendant employed directly by a school. The application criteria for a school bus attendant shall be the same as an applicant for a school bus driver's permit except for the

driving requirements as outlined in section 162-1812(c) through (e), and section 162-1814.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1816—162-1819. - Reserved.

● **DIVISION 3. - SCHOOL BUS VEHICLE REQUIREMENTS**

Sec. 162-1820. - Maintenance and appearance of school buses.

Each school bus driver shall be fully responsible for the exterior and interior physical appearance of the vehicle. Interiors of all school buses must be kept free of debris. Dashboards must be maintained free and clear of paraphernalia and other items not necessary for the operation of such vehicle. The penalty for one violation of this section within a one-year period shall be \$50.00. The penalty for a second violation within a one-year period shall be a minimum \$75.00 fine plus a minimum ten-day suspension from operating any school bus. The penalty for a third or subsequent violation within a one-year period shall be a minimum \$100.00 fine plus a minimum 90-day suspension from operating any school bus.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1821. - School bus vehicle requirements.

No vehicle shall be approved to operate as a school bus under this chapter unless the vehicle is manufactured specifically to transport students and meets the specifications outlined in this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1822. - School bus age requirements.

(a) Any used school bus purchased for use in the city by or for a school system shall meet current state legal requirements for motor vehicles and shall meet state specifications for school buses that were in effect on the date the vehicle was manufactured. No vehicle with rated capacity of more than ten passengers shall be classified as a school bus and thereby used to transport students to and from school and school-related activities unless said vehicle originally was manufactured and certified as a school bus and maintained the certification as a school bus all in accordance with federal and state requirements throughout the life of the vehicle.

(b) All replacement school buses used on daily routes, at the time they are acquired by the owner, shall be no more than ten model years old for all owners/operators and school districts. The number of years shall be determined from the date of the model year.

(c) Any school bus used as an activity or backup bus, at the time it is acquired by the owner and placed in service, shall be no more than 15 model years old. The number of years shall be determined from the date of the model year.

(d) Any school bus used as an activity or backup bus that is older than 15 model years shall not be used more than 60 consecutive school days in a school year.

(e) School buses shall not exceed the age of 25 model years.

(f) For purposes of this section, the vehicle's age shall be determined based on the vehicle's model year, such that a vehicle with a model year of 2000 shall have a vehicle age of one year as of January 1, 2001.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1823. - Inspection required.

(a) Every school bus for which a CPNC has been issued pursuant to the provisions of this chapter shall be submitted to the for-hire vehicle inspection station by the CPNC holder, or their authorized designee, for mechanical inspection semi-annually.

(b) One of the two required inspections must be conducted in the months of June, July, or August prior to the beginning of the school year.

(c) Other inspections may be required pursuant to the provisions of this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1824. - Nonscheduled inspections.

All school buses shall at all times be subject to inspection by personnel of the ground transportation bureau and be maintained in a condition of mechanical fitness with respect to each element of safety as required by law. The department of safety and permits shall have the power and authority to require inspections from time to time, other than those herein prescribed, when same through reason and sound judgment are deemed necessary.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1825. - Criteria and regulation of inspection of school buses.

(1) General inspection requirements:

(a) Notwithstanding any other provision of this chapter to the contrary, the director of the department of safety and permits, or his designee, shall have the authority to inspect school buses where they are customarily housed or at inspection locations deemed appropriate by the director.

(b) Every school bus shall be painted National School Bus Glossy Yellow except that the hood shall be painted the same color or lusterless black and its roof may be painted white. Bumpers shall be painted glossy black, except that for increased night visibility they may be covered with a retroreflective material.

(c) Investigators shall issue a "do not operate" for vehicles with improper emergency safety equipment, non-functioning stop arms or signals, no brake lights, broken door handles, balding tires, or for safety hazards.

(d) Each school bus shall be maintained in a clean condition. There shall be no tears or rust holes in the vehicle body and no loose pieces such as fenders, bumpers or trim hanging from the vehicle body. There shall be no unrepaired body damage or any condition that would create a safety problem or interfere with the operation of the vehicle. Failure to maintain a vehicle in such a condition may result in a "do not operate."

(e) The time frame that deficient vehicles may operate with minor deficiencies, such as no hubcaps and deficiencies with signage, is set at three days or the next inspection date, whichever is sooner.

(2) School buses shall be inspected in accordance with the following criteria:

- (a) Proof of insurance;
- (b) CPNC certificate;
- (c) Vehicle registration;
- (d) License plate;
- (e) Proof of insurance;
- (f) A current and valid motor vehicle inspection certificate (brake tag).

(3) Exterior check list:

- (a) Brakes;
- (b) Lighting systems;
- (c) Stop arms;
- (d) Crossing control arm;
- (e) Audible backing alarm;
- (f) Mirrors;
- (g) Service door;
- (h) Emergency exit door;
- (i) Bumpers;
- (j) Tires;
- (k) Mud flaps;
- (l) Windshield, windows, glass;

(m) Exhaust system;

(n) Battery;

(o) Paint.

(4) Interior checklist:

(a) Stepwell, aisle and floor covering;

(b) Emergency equipment (first aid kit, fire extinguisher, warning devices);

(c) Defrosters;

(d) Sun shield;

(e) Instrument panel;

(f) Seat belts, as required by manufacturer specifications;

(g) Seats and guard rails.

(5) Information to be displayed:

(a) The words "School Bus" must be on the front and rear of the vehicle in plain, black letters at least eight inches in height.

(b) CPNC identification number on the sides between the rear wheel and bumper, rear and front;

(c) CPNC holder name displayed on the sides at the bottom center of the bus,

(d) Bus company name displayed at the beltline;

(e) The location of the battery identified by the word "battery" or "batteries" on the battery compartment door in two-inch lettering;

(f) "Handicap" symbol, identifying the bus as equipped for or transporting student with disabilities; however, the symbol shall not be placed on the glass of the rear emergency exit;

(g) The stop arms shall be painted red with the word "Stop" in white letters, or the stop arms may be covered by a manufactured decal with the same color combination.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1826—162-1829. - Reserved.

• DIVISION 4. - OPERATING REQUIREMENTS

Sec. 162-1830. - School bus trip sheets and records.

(a) Pre-trip and post-trip inspection checklists, which shall be subject to the approval of the director of safety and permits, must be completed by drivers each day and

maintained by the CPNC holder for a period of no less than two years and be available for examination by the director of safety and permits, or his designee.

(b) Every business entity or individual operating a school bus shall keep daily records including dispatch records, vehicle safety complaints, all accepted telephone calls, daily vehicle sign out logs, vehicle collision reports, service response time reports, reports of crime against for hire drivers, lost property reports, CPNC numbers, and drivers of each vehicle for which a CPNC has been issued. Such records shall be preserved for a period of two years and be available for examination by the director of safety and permits, or his designee.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1831. - School bus locations.

Prior to the start of each school year, the storage location of all school buses as well as the schools generally serviced by such buses must be filed with the bureau. Any changes or alterations must be submitted in writing to the bureau within five business days of changing the locations.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1832—162-1899. - Reserved.

EXHIBIT E

LIST OF QUALIFIED THIRD PARTIES