

CONTRACT LANGUAGE: SPECIAL EDUCATION TRANSPORTATION

RATE/BILLING MODEL OPTIONS

The rate for each vehicle for 2008-2009 will be \$----- per day divided by the number of students on the vehicle. This rate applies to all vehicles except the large, 29 passenger yellow buses, which will remain at \$----- per day. The rate for the 29 passenger yellow buses will remain at \$----- for the three years of this contract.

The rate for each vehicle will be provided based on a four (4) hour or 160 mile route initiated at the first pickup. The vendor must provide an adjustment price per mile for each mile over the base (160 miles) and price per fifteen (15) minute increment over the base (4 hours). Routes shall be jointly agreed upon by the contractor and the network utilizing routing software. Contractor and the Network agree to negotiate the impact of any changes imposed by the Commonwealth's special education transportation initiative.

PARTICIPATION

Each of the member school districts of the Collaboratives comprising the Network may utilize transportation provided by the Contractor at the rates established under the terms of this contract, and consistent with the terms of this contract. A non-member school district may also utilize the transportation provided by the Contractor at the rates established under this contract, and consistent with the terms of this contract, with the approval of the Network, and with submission in writing by the non-member school district that it agrees to be bound by the terms of this contract.

INSURANCE

Companies providing the policies and bond shall be licensed in Massachusetts and approved by the Commissioner of Insurance. Contractor shall take out and maintain during the life of this Contract such Bodily Injury and Property Damage Insurance as shall protect him from claims caused by insured or uninsured motorists for damages for personal injury, including accidental death, as well as from claims for property damage, which arise from operations under this Contract, whether such operations be by him-self or by anyone directly or indirectly employed by the Contractor and the amount of such insurance shall be as follows:

BODILY INJURY INSURANCE: Contractor shall supply the awarding entity with certificates of insurance covering bodily injury in an amount not less than \$500,000.00 to any one person and not less than \$1,000,000.00 on account of any one accident.

PROPERTY DAMAGE INSURANCE: Contractor shall supply the awarding entity with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident.

Contractor shall submit to the awarding entity within ten (10) days after the signing of the Contract certificates of insurance containing the following language:

"No cancellation of, or change or revision in, the insurance by the Insurer or the Insured, the existence of which insurance is evidenced by the certificate(s), shall be valid unless written notice thereof is given to the awarding entity at least fourteen (14) days prior to the intended date of cancellation, change of revision, by mail, postage prepaid and evidence by a return receipt."

The Contractor agrees to indemnify the awarding entity, its Board of Directors, (school committee) its employee's servants and agents, as well as the communities of the network and the member communities' employees, servants, agents and officers, in the event that any action, charge, and/or claim, is brought against any of the foregoing entities, when such action, charge, and/or claim is, in any way related to, arising from and/or growing out of, directly or indirectly, the provision of transportation to students of

either the Network and/or its member communities when such transportation is sponsored by, related to, directly by, and/or has any relation whatsoever to the network and/or its member communities.

DRIVERS

Drivers shall comply with all federal and state regulations pertaining to the operation of school buses and the transportation of students.

All drivers upon hire shall present evidence of CORI, SORI (if Massachusetts resident less than six months) and drug /alcohol screening and evidence of proper licensure to the awarding entity. Drivers must submit to random drug/alcohol screening during the term of their employment performed by the awarded entity.

The Network may require the removal of a driver from this contract upon 12 hour written notice to the contractor.

The Contractor shall submit an annual CORI review form to the AVC no later than May 1st of each contract year.

Drivers shall be able to communicate effectively with the children assigned to the route and with their parents.

Drivers of physically disabled children shall be prepared and able to assist these students as they embark and disembark from the vehicle. This shall include assistance by lifting legs, carrying books, or otherwise assisting. The contractor shall be required to specifically assign drivers to specific routes when this assistance is necessary. Drivers shall stop the engine and set the brakes when providing such assistance.

Drivers shall not smoke in or around a fleet vehicle at any time.

Drivers and monitors, at the Contractor's expense, shall attend all trainings required by the Network, including Student Behavior Management

MONITORS

Monitors may be required for students who require special accommodation. They shall be trained as specified by the Network based upon student need.

Monitors shall be able and trained to lift / evacuate students out of a vehicle.

Monitors shall be able and trained to communicate effectively with students, their parents, and school personnel.

Monitors must be seated in the vehicle where they can closely monitor the student. Monitors may be required to sit in the front seat if so designated by the sending district.

VEHICLES

The following provisions for all vehicles are now standard requirements as part of this contract:

- Global Positioning Services (GPS)
- Child checkmate systems
- Routing and map program that is compatible with GPS tracking
- Video cameras

All vehicles shall not exceed five years of age or 100,000 miles during the life of the contract.

The Contractor agrees to use vehicles manufactured and equipped to conform with Federal Standards and the General Laws of the Commonwealth, and any regulations promulgated thereto currently in force at the time of service, relating to vehicles used to transport school children.

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All vehicles must as a minimum have a two-way verbal communication system approved by the awarding entity.

All vehicles must be air-conditioned.

Vehicle inspection and maintenance records shall be provided for the awarding entity review within 24 hours of request.

No vehicle shall be used for daily transportation, which shows signs of physical damage beyond routine wear. The awarding entity retains the right to order the removal from the fleet of any vehicle, which it deems to be unsafe, not properly maintained, or not in compliance with these specifications.

Vehicles assigned to this contract shall not be used for any other transportation service or contract without the written approval of the awarding entity. Only personnel authorized by the awarding entity shall ride in fleet vehicles.