

Metropolitan Education District
Transportation Services
RFP No. 17-18-01 Responses to Questions

- 1) Can you provide a copy of the current contract, to include all addendums, pricing pages and any other contractual updates?
 - a. *Answer: A copy of the current contract will not be provided as part of this RFP process; however, our contract template has been provided as an attachment to this document.*

- 2) Can we be provided with copies of invoices for the 2017/18 school year to date?
 - a. *Answer: Copies of 2017-18 invoices to date will not be provided as part of this RFP process.*

- 3) Is routing software required?
 - a. *Answer: The district is interested in a transportation service provider who utilizes efficient, effective, modern, state-of-the-art technology to provide turnkey transportation services.*

- 4) Can we be provided with detailed routing data for all routes to include total time and mileage per route?
 - a. *Answer: District does not maintain detailed routing data.*

- 5) Can we be provided with a current detailed fleet listing to include; manufacturer, model year, bus type, seating capacity, fuel type and number of wheelchair positions?
 - a. *Answer: District does not maintain the contractor's detailed fleet information. It is maintained by the contractor.*

- 6) Are buses required to have cameras? If yes, how many per bus are required?
 - a. *Answer: No, this is not a requirement at this time.*

- 7) RFP Pricing Form, pages 13-14 – Can you explain the meaning of Base Price per day, (aggregate – minimum)? How many hours per bus? Usually the daily minimum is per bus, per day? What is the fixed rate per day for?
 - a. *Answer: The Base Price and fixed rate per day is your proposed daily rate to provide transportation services for your proposed base number of buses to be used per day.*

- 8) Can we be provided with the total number of trips that operated for the 16/17 school year to include the total billable hours per trip and mileage per trip
 - a. *Answer: District does not maintain this information. It is maintained by the contractor.*

- 9) Field Trips/Additional Services, page 14 – Base pricing per bus per day at 6 hours per day (aggregate-minimum). Can you further clarify what aggregate – minimum means?

- a. *Answer: This is the rate for additional field trips and services at 6 hours per day. Proposers may provide their hourly rate for this service if they do not have a 6-hour minimum rate.*
- 10) How many summer school routes operate? How many days? What are the route norms and mileage for each route?
a. *Answer: There are no summer school routes at this time.*
- 11) Can we be provided with current driver wage and benefit information?
a. *Answer: District does not maintain driver wage and benefit information. This is maintained by the contractor.*
- 12) Is the current provider short drivers currently? If yes, how many?
a. *Answer: District does not know for certain if the current provider is short drivers.*
- 13) When do you expect to make a contract award?
a. *Answer: May 2018 or June 2018*
- 14) What capacity buses are currently being used for this service?
a. *Answer: Buses of different capacities are being used but the majority are 55-72 passenger buses.*
- 15) Who is the current vendor?
a. *Answer: First Student*
- 16) Please provide a copy of the current vendor's contract.
a. *Answer: See Question 1 above*
- 17) Please provide a copy of the current vendor's invoice for the month of January, 2018.
a. *Answer: Copies of invoices will not be provided as part of this RFP process.*
- 18) Page 9 references that the 2017-18 schedule of buses is included in the RFP document but it is not in the 26 page RFP copy I have. Please provide the schedule.
a. *Answer: The 2017-18 schedule is attached to this document.*
- 19) On pages 13 and 14, in order to provide the number of buses used for am and pm transportation, we will need to know how many students will be at each school. Please provide that information.
a. *Answer: Please see column 3 and 8 in the 2017-18 schedule attached for the number of students this year. This is the estimate that can be used to base your proposal.*
- 20) **Hold Harmless, Page 7 and 11:** Will the District consider adding language limiting the hold harmless agreement so that Contractor will not be liable for negligence or damages caused by the District?

a. *Answer: District may consider and take to legal for review.*

21) **Term of Contract, Page 6:** Would the District consider adding language so that any extension of the Contract will be by mutual agreement?

a. *Answer: District may consider and take to legal for review.*

22) **Cancellation of Contract, Page 7:** Would the District consider adding language allowing for mutual termination for convenience given enough notice?

a. *Answer: District may consider and take to legal for review.*

23) **Piggyback Clause, Page 7:** Please explain this Clause and whether Districts have relied upon it for their own transportation?

a. *Answer: Please refer to the Public Contract Code 20118. To our knowledge, other districts have not piggybacked on the previous bid.*

24) **Force Majeure not in Contract: Would district consider the following language?**

In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control or any other force majeure clause as defined by state law, the Metropolitan Education District shall excuse Contractor from performance under this Agreement.

a. *Answer: District may consider and take to legal for review.*

25) **Scope of Work, Page 9:** Would the District consider adding language allowing the parties to renegotiate rates and/or terms should the service levels change during the course of the agreement?

a. *Answer: District may consider and take to legal for review.*

26) **Routes, Types and Number of buses Page 9:** Would the district provide clarification and expectation for number of buses needed for this contract? Page 9 references prices to be based on 10 buses. Page 27 the route page shows 14 existing am routes and 15 pm routes. What capacity bus is the district requiring to provide this service as it is not specific?

a. *Answer: Proposer needs to determine number of buses, types of buses and routes needed based on the information provided by the district. The numbers specified in the RFP are based on current and past experience.*

A. Past practice has also been as many as 20 buses requested at beginning of school year and then that is scaled down based on reduction in ridership. Will this be a continued practice?

a. *Answer: Yes*

27) Rates will be a fixed daily rate and will be guaranteed for full 3 years page 9: Would district please clarify? On page 13 of pricing page there is language that specifies please list any factors, if any, rates would be increased above what is stated and provide the cost increase? Would district please clarify the number of hours the daily fixed rate should be based from? Is that 6 hours?

- a. Answer: District is requesting guaranteed rates for 3 years. If proposer is not able to meet this specification, then provide compelling reason for potential adjustments. Proposer needs to determine their proposed daily rate based on class schedules and services required by the district.*

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AGREEMENT

This Agreement, made and entered into this ____ day of _____, by and between Metropolitan Education District, with principal offices at 760 Hillsdale Avenue, Building 400, San Jose, California 95136, hereinafter referred to as "MetroED" and XXXXXXXX, Inc., hereinafter referred to as "XXXXXXX" and collectively called "Parties."

WITNESSETH:

WHEREAS, the Metropolitan Education District is a Joint Powers Authority formed by six (6) Participating School Districts in Santa Clara County for the purpose of providing a variety of education programs, including operation of Silicon Valley Career Technical Education (SVCTE) program ("METROED") providing career technical education to high school and adult students, and;

WHEREAS, XXXXXXXX is a private contractor providing student transportation services, and;

WHEREAS, MetroED wishes to transport high school students between Participating School District home schools and SVCTE.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT: XXXXXXXX shall furnish round-trip (school-to-school) transportation by California Highway Patrol approved buses for students within the boundaries of the school districts that are members of the Joint Powers Authority (JPA).

Definitions

Governing Board:	METROED Governing Board
MetroED:	Metropolitan Education District
SVCTE:	Silicon Valley Career Technical Education 760 Hillsdale Avenue, San Jose, CA
Contractor:	XXXXXXX, Inc.
Participating Districts:	Campbell Union High School District East Side Union High School District Los Gatos-Saratoga Joint Union High School District Milpitas Unified School District San Jose Unified School District Santa Clara Unified School District
Home School:	Home high schools of students from the JPA Participating Districts

2. TERM OF AGREEMENT: The term of the Agreement shall be for a three (3) year period beginning _____ and ending _____. Upon mutual agreement of the parties, this agreement may be extended for an additional year at a time, for a total of five (5) years.

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such insurance has been approved by MetroED. Approval of the insurance by MetroED shall not relieve or decrease the liability of XXXXXXXX hereinafter.

In subsequent years, XXXXXXXX shall require the insurance company to furnish Certificates of Insurance to MetroED and its Participating Districts in a form and with companies acceptable to MetroED. Said certificates shall name MetroED and each of MetroED's Participating Districts as "Additional Insured's" and provide that in the event of cancellation or a change in the coverage that MetroED and its Participating Districts be notified in writing at least 30 days in advance of such action.

6. HOLD HARMLESS AGREEMENT: XXXXXXXX shall hold harmless and indemnify MetroED, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of XXXXXXXX or of any person, firm, or corporation, directly or indirectly employed by it upon or in connection with its performance under this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of MetroED, its Governing Board, Officers, Agents or Employees.

XXXXXXX is responsible for and shall hold harmless and fully indemnify and defend MetroED and its Governing Board, Participating Districts and their Governing Boards and their employees or agents from and against any and all loss, damage, injury, liability and claims or expenses by reasons of any loss, personal injury, death or other damage that may be done to or suffered by any persons, including employees of XXXXXXXX, arising in connection with the operations to be carried on by XXXXXXXX, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of MetroED, its Governing Board, Officers, Agents or Employees.

7. SAFETY PROGRAM: XXXXXXXX shall observe all requirements of California laws governing the safe operation of school bus equipment and training of personnel as it relates to safety of students transported for METROED. Route times shall be scheduled through mutual agreement between METROED and XXXXXXXX to provide for semi-annual Emergency Exit Drills. If unexpected problems develop to prohibit such scheduled drills during the weeks specified, makeup drills shall be scheduled as soon thereafter as possible. XXXXXXXX shall inform METROED of semi-annual Emergency Exit Drill compliance in writing with dates and times.

8. ASSIGNMENTS OR SUBCONTRACTING: The services contemplated by MetroED are deemed to be in the nature of personal services and the contract shall not be assigned by XXXXXXXX without prior written consent of MetroED. XXXXXXXX is not granted the right to assign the funds to be received under the Agreement.

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9. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement Xxxxxxxx is an independent Contractor, and not an OFFICER, AGENT, or EMPLOYEE of MetroED.
10. FORCE MAJEURE: The parties to the Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by Act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
11. ROUTING AND SCHEDULING: During the Agreement period, the requirements for student transportation routing and scheduling shall be as follows:
- a. School Calendar Year: The school calendar year covers the months of August through June, inclusive, consisting of approximately 178 days. Based on student pickup locations, the routing and scheduling of buses shall be the responsibility of Xxxxxxxx. At least thirty (30) working days before the start of school, SVCTE will provide Xxxxxxxx with a minimum of seventy-five percent (75%) of the names of schools for student pick-ups. By no later than fifteen (15) working days prior to the start of the school, SVCTE will provide Xxxxxxxx with one hundred percent (100%) of all start-up information and changes. Thereafter, individual changes are to be provided to Xxxxxxxx in writing. Changes received between ten (10) days prior to the start of school and twenty (20) working days following the start of school shall be implemented within ten (10) working days. Changes received after the first twenty (20) working days of school shall be implemented with five (5) working days.
 - b. Transferring Students between Buses: Students are not to be transferred to another bus going to or coming from school except in case of emergency or breakdown, or unless the bus schedule calls for such transfer on school property.
 - c. Public Relations: Xxxxxxxx shall cooperate with MetroED in maintaining a good public relations program with the community and the news media in order that pertinent items affecting the transportation program can be brought to the attention of the public.
12. COMMUNICATION: SVCTE and Xxxxxxxx's Area General Manager will establish the following written guidelines for contacts and cooperation:
- a. Establish a director of personnel in each organization to contact for every type of communication.
 - b. Establish procedures for all communications to be confirmed in writing by both parties.

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- c. Establish a specific program for handling fieldwork in order to effectively prevent problems and, if they arise, to settle them quickly and as close to the source of each problem as possible.
- d. Establish procedures for the arbitration of disputes involving routes, schedules, student conduct, public relations, and other operational problems that may arise.
- e. Such other written guidelines which may be required to assure effective communication and cooperation between SVCTE and Xxxxxxxx.

13. XXXXXXXXXX'S PERSONNEL: To ensure to SVCTE responsible service for transportation activities, Xxxxxxxx shall employ and maintain a local management group qualified to perform assigned duties. Such assignments shall include, but not be limited to, a manager responsible for overall responsibilities for the operation, a director of safety and training, a director of operations and a dispatching staff.

Maintenance program requirements shall be directed by a person experienced in the school bus mechanical repair field. Mechanical staff must be fully qualified and certified to perform maintenance service on school buses as provided under California laws now applicable and those laws subsequently enacted in this respect.

All personnel assigned to perform under this Agreement shall be subject to continuous approval by METROED and Xxxxxxxx.

14. DRIVER QUALIFICATIONS: XXXXXXXXXXX shall provide qualified drivers for each vehicle who are employed, trained and licensed in accordance with applicable Department of Transportation regulations and requirements, California laws, rules and regulations governing the operation of school transportation vehicles, and who have experience with the regulations, handling and supervision of students.

- a. All drivers shall have had First Aid Training and shall hold a valid First Aid Certificate.
- a. Drivers are to be able to identify and properly cope with epileptic-type seizures.
- b. Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal regulations covering its use.
- c. Xxxxxxxx shall employ at least one full-time trainer and safety instructor dedicated to this Agreement who will also personally travel each route with the assigned driver at least once each semester to survey the driver's performance, route hazards, and equipment efficiency.
- d. Drivers shall be required to undergo an X-ray of the lungs or an approved intradermal tuberculin test at least once very four years.
- e. The responsibility for hiring and discharging personnel shall rest entirely upon Xxxxxxxx, and Xxxxxxxx agrees that it will use its best efforts to not enter into an agreement or arrangement with an employee, person, group or organization which will in any way interfere with Xxxxxxxx's

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ability to comply to the full extent of the Agreement with MetroED and the requirements contained therein.

- a. XXXXXXXXX further agrees that MetroED or its designated representative shall have the right to require the removal from this Agreement any person or driver who, in the opinion of MetroED or its designated representative, is not qualified to operate a school bus for service up to the operating and safety standards required by MetroED.
15. CIVIL RIGHTS: XXXXXXXXX agrees that it will comply with Title VII of the Civil Rights Act of 1964 (PL.88-352) and all requirements imposed by and pursuant to the Regulations of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VII and the Regulation, no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department, and hereby gives assurance that XXXXXXXXX will immediately take any measures necessary to effectuate this agreement.
16. RECORD KEEPING AND ACCIDENT REPORTS: XXXXXXXXX shall be required to provide those reports and records deemed necessary by MetroED for proper knowledge of, and evaluation of, the transportation services provided to MetroED. Copies of all accident reports shall be given by XXXXXXXXX to MetroED within twenty-four (24) hours of the time of the accident. In the event of serious injury or death, XXXXXXXXX will immediately notify MetroED.
- XXXXXXX agrees to provide MetroED with periodic reports as requested by MetroED including, but not limited to the following:
- a. Monthly reports on all late or missed trips, with cause of problem and corrective action taken on a form provided by MetroED. Monthly reports are due to MetroED by the tenth (10th) of the month for the previous month.
 - b. Copies of all trip records showing schedules, number of students, trips and miles traveled.
 - c. Copies of all California Highway Patrol, California Motor Carrier, and Federal Department of Transportation Vehicle Inspection Reports of XXXXXXXXX buses.
 - d. Annual report of buses receiving preventative maintenance service.
 - e. Monthly summary report of trips other than regular, showing bus number, school, elapsed time, mileage, authorization number and cost on a form provided by MetroED.
 - f. Monthly student rider-ship count on a per-day and per route basis.
17. NOTICE OF UNSATISFACTORY SERVICE: MetroED agrees to provide XXXXXXXXX with written notice of unsatisfactory service on any route and schedule where it occurred. XXXXXXXXX will investigate and reply to MetroED with a verbal report within twenty-four (24) hours of notice. A written report will be sent within one (1) week stating the cause of the problem and the steps taken to correct in.

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18. ESCALATION OF RATES: The rates for all schedules shall be adjusted as follows:

Year 2	_____	%
Year 3	_____	%

19. PAYMENT FOR SERVICES: Invoices from Xxxxxxxx shall be submitted in duplicate at the end of each month to MetroED. Payment on an invoice can be expected within thirty (30) days. Invoices shall include the number of students served, their school addresses, number of buses used, and the number of days assigned for service.

20. APPLICATION OF BILLING RATES: Rates for year one of this Agreement shall be as follows:

Daily Service:	\$ _____
Extra Full Daily Route:	\$ _____
Extra Daily Trip Segment:	\$ _____

21. EQUIPMENT REQUIREMENTS: Vehicle equipment and services covered by this Agreement must comply with applicable laws, rules and regulations governing the operation of school transportation vehicles, applicable Department of Transportations Regulations and requirements, the pertinent provisions of the California Motor Vehicle Code, pertinent provisions of the California Highway Patrol and Motor Vehicles Rules and Regulations, and Policies and Regulations of Santa Clara County Office of Education and the State of California.

All passenger buses utilized in this Agreement shall be properly certified by the California Highway Patrol, and meet all requirements of the California Administrative Code, Titles V and XIII, and the California Motor Vehicle Code.

a. Inspection and Maintenance of Buses: Xxxxxxxx shall keep and maintain all buses in good operating condition and in a clean and sanitary condition, and in order to ensure this, Xxxxxxxx will make the buses in the Xxxxxxxx's garage available for inspection by MetroED for a minimum of two inspections annually. MetroED may inspect vehicles at any time to ensure that all are maintained in a sanitary condition. Inspection will be conducted at a specific school during a regular run. Dates and times of such inspections will not be posted in advance.

b. Standby Buses and Drivers: Xxxxxxxx shall keep ample standby equipment and drivers available equal to ten (10) percent of buses and drivers in regular service to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Standby buses and drivers shall meet the same requirements as buses and drivers assigned to regular runs.

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- c. Two-Way Radio Communication: XXXXXXXX, at XXXXXXXX's expense, will equip each school bus with operable two-way radio communications equipment. Personal cell phones are not allowed while the bus is in motion, except for "emergency purposes", including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity." CVC §23125.
 - d. Identification: XXXXXXXX shall assign to each vehicle an identification number (to be carried or marked by six-inch numerals) either painted or by decal on the vehicle, XXXXXXXX will furnish MetroED with a description of each vehicle and number on or before August 25 or each year. XXXXXXXX shall not use any markings or lettering which identifies such vehicles with MetroED and/or SVCTE or as operated by MetroED and/or SVCTE. Route identification signs may be used.
22. LIQUIDATED DAMAGES FOR LATE/MISSED SERVICE: If services are performed in an untimely fashion and such late/misled service is the fault of XXXXXXXX, it is understood that MetroED will suffer damages. It being impracticable and unfeasible to determine the amount of actual damages, it is agreed that XXXXXXXX shall pay to MetroED as fixed and liquidated damages, and not as penalty, a sum calculated as follows:
- a. For every half-hour of late service by a bus twenty-five percent (25%) of the total charge for the service. MetroED will deduct said amount from the monthly invoice submitted by XXXXXXXX.
 - b. Should a trip be missed entirely due to the fault of XXXXXXXX, a deduction equivalent to one-hundred (100%) of the estimated transportation cost of the trip at the time the order is placed shall be deducted by MetroED from the monthly invoice submitted by XXXXXXXX.
 - c. MetroED agrees that it will make its claim for liquidated damages no later than 60 days from when the late/misled service occurred.

XXXXXXX shall immediately notify MetroED in the event of a delay. If students are missed as a result of driver negligence, then XXXXXXXX agrees, at its own expense, to pick up and deliver missed students in a timely manner.

XXXXXXX agrees that in the case of failure or refusal on its part to promptly furnish services specified in Agreement, after written demand for compliance by MetroED, MetroED reserves the right to purchase the same in the open market, and the resulting additional cost shall be paid by XXXXXXXX.

23. TERMINATION OF AGREEMENT:

- a. If XXXXXXXX refuses or fails to perform services as required to provide MetroED with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if XXXXXXXX should be adjudged as

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bankrupt, or if XXXXXXXXX should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of XXXXXXXXX's insolvency or XXXXXXXXX should repeatedly or persistently refuse or fail to provide equipment or personnel in quantities required to provide transportation services as herein specified, XXXXXXXXX persistently disregards laws, ordinances, or instructions of MetroED and/or MetroED, or is otherwise guilty of a substantial violation of this Agreement, then MetroED may, without prejudice to any other right or remedy, serve written notification upon them of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice, the condition or violation shall cease and satisfactory arrangements for the correction thereof make, this Agreement shall upon the expiration of the thirty (30) days, cease and terminate. In the event of terminating under this paragraph, MetroED shall secure the required services from another transportation contractor. If the cost to MetroED exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from XXXXXXXXX and/or its surety, as the case may be, except that XXXXXXXXX's obligation to pay the excess costs shall not exceed the difference between the contract cost and the contract cost plus 10% percent

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to MetroED.

- b. Cancellation: Should XXXXXXXXX fail to comply with any of the terms or conditions set forth in this Agreement, should MetroED determine that XXXXXXXXX is in any other way unfit, unqualified, or unable to perform the transportation needs of MetroED under the Agreement, then and in that event, upon thirty (30) days written notice to XXXXXXXXX, this Agreement may be terminated.
 - c. Termination for Non-funding: Notwithstanding any of the forgoing provisions, if for any fiscal year of this Agreement, any of the Participating Districts fail to appropriate or to allocate funds for future periodic payments under the Agreement, the Governing Board of MetroED will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement upon mailing written notice, postage prepaid and register or certified, to the other party. XXXXXXXXX shall not receive terminating fees for termination pursuant to this provision.
24. ALTERNATE CARRIER: MetroED, upon written notice to XXXXXXXXX, shall have the right to engage an alternate carrier, and XXXXXXXXX shall pay the excess costs, if any. Excess costs shall be computed as the difference between the contract cost per student per day and the higher rate of an alternate carrier. However, in no event shall XXXXXXXXX's costs exceed the difference between its contract cost and the contract cost plus 10% percent. Alternate carrier shall be engaged under the following conditions:

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- a. After a ten (10) day period of non-service by XXXXXXXXX;
 - b. If a student cannot be transported by XXXXXXXXX to arrive at school no later than five (5) minutes before the time scheduled for the class to start;
 - c. If a student cannot be transported by XXXXXXXXX to leave the school not later than fifteen (15) minutes after the class ends;
 - d. If students fail to be transported between their home school and SVCTE by XXXXXXXXX within the ride-time limits established in Section 11 for 30% or more of the school days within any calendar month as determined by XXXXXXXXX and MetroED records.
25. WAIVER OF BREACH: The waiver by MetroED of a breach of any term, covenant, or condition herein contained shall not be deemed to be waiver of such term, covenant, or condition, or waiver of any subsequent breach of the same such term, covenant, or condition.
26. SAVINGS CLAUSE: XXXXXXXXX and MetroED hereto agree that in the event any provisions specified herein are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.
27. ADDENDA AND AMENDMENTS: The parties hereto recognize that certain addenda and amendments to the General Conditions, Instructions and Information to Bidders may be required and that such modifications may be made in letter form, the same to have the full force and effect as though contained in the original documents and must be signed by XXXXXXXXX and MetroED.
28. STUDENT MANAGEMENT: XXXXXXXXX shall recognize its responsibility to MetroED to maintain proper student behavior as an inherent factor to the safety of all persons aboard a school bus. The following guidelines (among others) should be of assistance to drivers employed by XXXXXXXXX in determining procedures to be followed in maintaining acceptable student discipline.
- a. Bus drivers have responsibility for maintaining proper student behavior on their buses.
 - b. Student behavior problems that occur on the bus will be referred to the MetroED Administrator by means of a written citation defining the problem behavior.
 - c. MetroED school personnel will counsel with the student, the Home School and the parent to resolve the behavior problem. After three citations for inappropriate behavior or in the case of a single serious safety violation, MetroED may suspend the pupil from transportation services. The decision to deny the student bus transportation as provided herein, and the length of such denial, shall be determined by MetroED.

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29. NOTICES: Legal notices shall be delivered to the parties to this agreement by United States Mail at the addresses listed below:

MetroED: Metropolitan Education District
Attention: Chief Business Officer
760 Hillsdale Avenue, Building 400
San Jose, CA 95136
(408) 723-6419

XXXXXXXXXX: Name, Position/Title
XXXXXXXXXX, Inc.
Address
City, State Zip
Phone

Copies To:
Name
XXXXXXXXXX, Inc.
Address
City, State Zip

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

Signatures:

Metropolitan Education District

XXXXXXXXXX, Inc.

By: _____

By: _____

Title: Superintendent

Title: _____

Date: _____

Date: _____

MetroED Primary Contact:

Name, Position/Title
Phone
Email

XXXXXXXXXX Primary Contact:

Name, Position/Title
Phone
Email

301	6:50	MILPITAS	25	10:00	MILPITAS
	0	CALAVERAS HLLS	0	0	CALAVERAS HLLS

302	6:45	PEGASUS/INDEPD	19	9:50	YERBA BUENA
	6:50	INDEPENDENCE	4	10:05	PEGASUS/INDEPD
	6:55	SAN JOSE +	11	10:10	INDEPENDENCE
	7:05	YERBA BUENA	22	10:20	SAN JOSE +

303	6:45	PIEDMONT HILL	19	10:00	PIEDMONT HILL
	6:55	JAMES LICK	20	10:10	JAMES LICK
	0	FOOTHILL	4	10:15	FOOTHILL

304	6:50	MT PLEASANT	16		SNELL COMM
		SNELL COMM	0	9:50	ANDREW HILL
	7:05	ANDREW HILL	17	10:05	MT PLEASANT

305	6:45	OVERFELT	22	9:50	SILVER CREEK
	6:47	APOLLO OVERFELT	3	10:00	OVERFELT
	7:00	SILVER CREEK	11	10:02	APOLLO OVERFELT

306	6:50	EVERGREEN VALLEY	50	10:00	EVERGREEN VALLEY
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307	6:45	LELAND	4	0	BROADWAY
	6:50	PIONEER +	2	9:45	LIBERTY
	7:00	GUNDERSON	3	9:55	PIONEER +
	0	BROADWAY	0	9:50	GUNDERSON
	0	LIBERTY	1	10:10	LELAND

308	6:45	SARATOGA	4	9:55	LEIGH
	6:55	LOS GATOS	2	10:05	LOS GATOS
	7:05	LEIGH	21	10:15	SARATOGA

309	6:45	PROSPECT	7	9:55	WESTMONT
	6:55	WESTMONT	7	10:05	PROSPECT
	7:05	BRANHAM	14		

310	6:50	WILCOX	48	10:00	WILCOX
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311	6:55	OAK GROVE	34	9:45	OAK GROVE
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312	6:55	DEL MAR	21	9:50	BRANHAM
				10:05	DEL MAR

313	6:50	LINCOLN +	18	9:50	WILLOW GLEN +
	7:05	WILLOW GLEN +	18	10:00	LINCOLN +

314	6:45	NEW VALLE / GATE	0	9:55	WILSON
	6:50	SANTA CLARA	18	10:00	SANTA CLARA
	6:55	WILSON	2	10:05	NEW VALLE / GATE

301	11:35	MILPITAS	12	3:55	PIEDMONT HILL
	11:50	CALAVERAS HLLS	2	4:05	CALAVERAS HLLS
	12:00	PIEDMONT HILL	10	4:15	MILPITAS

302	11:50	PEGASUS	22	3:55	INDEPENDENCE
	11:55	INDEPENDENCE	10	4:00	PEGASUS
	12:00	SAN JOSE +	21	4:15	SAN JOSE +
	12:05	YERBA BUENA	4	4:25	YERBA BUENA

303	11:45	FOOTHILL	10	4:00	MT PLEASANT
	11:50	JAMES LICK	19	4:10	JAMES LICK
	12:00	MT PLEASANT	22	4:15	FOOTHILL

304	12:05	BRANHAM	43	3:55	BRANHAM
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305	11:45	OVERFELT	19	3:50	ANDREW HILL
	11:47	APOLLO OVERFELT	8	4:00	OVERFELT
	12:00	ANDREW HILL	20	4:03	APOLLO OVERFELT

306	12:00	EVERGREEN VALLEY	30	3:50	SILVER CREEK
	12:00	SILVER CREEK	15	4:00	EVERGREEN VALLEY

307	11:45	LELAND	7	3:50	BROADWAY
	11:45	PIONEER +	3	3:45	LIBERTY
	12:00	GUNDERSON P	0	3:55	PIONEER +
	12:05	BROADWAY	13	4:15	LELAND
	12:10	LIBERTY	1		

308	11:55	LOS GATOS	3	3:50	LEIGH
	12:05	LEIGH	34	4:10	LOS GATOS

309	11:50	BOYNTON	13	4:00	PROSPECT
	12:05	PROSPECT	41	4:10	BOYONTN

310	12:00	WESTMONT	58	4:00	WESTMONT
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311	12:00	OAK GROVE	45	3:45	OAK GROVE
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312	12:10	DEL MAR	47	3:55	DEL MAR
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313	11:50	LINCOLN +	14	4:05	LINCOLN +
	12:05	WILLOW GLEN +	10	3:50	WILLOW GLEN +

314	11:45	NEW VALLE / GATE	1	4:00	WILSON
	11:50	SANTA CLARA	21	4:05	SANTA CLARA
	12:05	WILSON	12	4:10	NEW VALLE / GATE

317	11:55	CALERO	19	3:55	CALERO
	12:00	SANTA TERESA	37	4:00	SANTA TERESA