



**Memorandum From Purchasing Department**

***Letter of Instruction For RFP #251-25-69***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal.**
- **Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Marcella Calvert, bids-mcalvert@wcpss.net.**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **Submit one (1) signed, original executed proposal responses, and 1 electronic copy (emails not accepted) of your proposal simultaneously to the address identified below. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**
- **A copy of the contract that WCPSS anticipates asking any vendors selected to provide services to execute is included within the RFP. While WCPSS reserves the right to amend these contract terms during the RFP process or in negotiations with one or more individual vendors, all proposals must be submitted on the assumption that the contract any vendor will be asked to sign will be identical to what is included here except for any missing information (e.g., "per-vehicle per-day" fees, fleet sizes, and vehicle types) that vendors are specifically asked to provide as part of their proposals. By signing the execution page each vendor representative acknowledges that he or she has read, understands and consents to these terms and conditions.**



**Request For Proposal #251-25-69**

1551 Rock Quarry Rd – Bldg. F  
 Attn: Marcella Calvert  
 Raleigh, NC 27610

Proposals will be publicly opened: April 11, 2024 @ 2:00 PM ET

Contract Type: Agency Specific Term Contract

**Refer ALL Inquiries to:**  
 Marcella Calvert

Commodity: 78118 – EC Transportation Services

E-Mail: bids-mcalvert@wcpss.net

WAKE COUNTY PUBLIC SCHOOL SYSTEM

**NOTICE TO VENDORS**

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Bldg. F, Raleigh, NC) until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Proposals submitted via facsimile (FAX) machine or by email in response to this Invitation for Proposals will not be accepted.

Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned vendor represents and warrants that it is willing and fully capable of providing the services described in the model contract included in this RFP with the fleets, vehicles, and pricing described in its written proposal and that it will adhere at all times to the requirements described in this RFP, including but not limited to strict prohibition on collusion or bid rigging and the prohibition on communicating with WCPSS representatives about the RFP process except in the manner described herein

**Failure to execute/sign proposal prior to submission shall render the bid invalid.**

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Submit **one (1) signed, original executed** proposal response, and 1 electronic copy (flash drive only -emails not accepted) of your proposal simultaneously to the address identified above.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. **Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**

**MAILING INSTRUCTIONS:** Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<b><u>DELIVER TO:</u></b>
PROPOSAL NO. RFP 251-25-69
Wake County Public School System
Purchasing Department - Marcella Calvert
1551 Rock Quarry Road – Bldg. F
Raleigh NC 27610-4145

**RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	WCPSS	3/20/24
Prebid Meeting -	Vendor/WCPSS	4/1/2024 @ 9:00 AM ET
Questions submitted to: mcalvert@wcpss.net <b>(Reference RFP # in subject line)</b>	Vendor/WCPSS	4/4/2024 by 2:00 PM ET
Provide Response to Questions	WCPSS	4/8/2024 by end of business day
Proposal Due Date and Opening	Vendor/WCPSS	4/11/2024 at 2:00 PM ET

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s).

Written questions shall be emailed to bids-mcalvert@wcpss.net at date and time specified above. Vendors should enter “RFP #251-25-69 Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS’ response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the North Carolina eVP website, <https://evp.nc.gov/solicitations> and WCPSS Purchasing website <http://webarchive.wcpss.net/about-us/purchasing/open-bids.html> , and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

**Proposal Evaluation**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. Transportation services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to ***immediate disqualification*** at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

#### **METHOD OF AWARD**

**All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received.**

#### **IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

***During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1 and 2.***

## **SECTION 1: General Information**

### **Background**

WCPSS is the largest public school district in the State of North Carolina, with approximately 160,000 students and 198 schools spanning a county of over 800 square miles. WCPSS currently operates approximately 550 yellow school buses to transport approximately 72,600 students to and from school daily. In addition, WCPSS currently contracts with private vendors to provide special transportation services to approximately 2,700 students, including but not limited to homeless, foster care, pre-kindergarten, and special needs students. Cumulatively, the contracts with the current contractors account for total minimum fleet sizes, across all vendors, of 58 Type A "Lift Buses," 15 Type A "Non-Lift Buses," and 287 "Other Vehicles," as those terms defined in Section III.A.(2).(g) of the Contract.

### **Proposal Objective**

The Wake County Public School System (WCPSS) in Wake County, North Carolina, seeks qualified proposals for the contract transportation of students pursuant to N.C. Gen. Stat. § 115C-250 and N.C. Gen. Stat. § 115C-253. WCPSS's objective in issuing this Request for Qualifications and Proposals (RFQ/P) is to enter a contract with one or more qualified proposers for the safe and reliable transportation of certain categories of students to and from WCPSS schools.

### **TERM:**

The term of any agreement arising from this RFP shall be for an initial term of one (1) year with Wake County Public School System having, in its sole discretion, the option to renew for up to four (4) additional one-year terms, commencing on the date transportation services are first rendered and will be subject to renewal annually for each year of the term. Projected start date is July 1, 2024, and end date is June 30, 2029. Proposals may be based on the approach as referred to in this document as the "per-vehicle per-day" model and is reflected in the model contract attached as Exhibit A. On this approach, contractors will be paid on a per-vehicle per-day basis for services provided in accordance with the contract, and WCPSS will be solely responsible for determining vehicle routes.

### **Exhibit A:**

#### **Proposed Contract (For reference only. Do not complete. Does not imply an award has been made)**

Please note that the contract includes blanks or other placeholders for compensation and other terms upon which contractors are invited to bid. WCPSS reserves the right to make further amendments to terms and conditions before formal contract offers are made.

### **Proprietary Information:**

All information submitted by proposers in response to this RFP is presumptively a "public record" subject to public inspection under Chapter 132 of the North Carolina General Statutes. It is not WCPSS's intent to request any proprietary data or information from vendors during the selection process that would meet the legal definition of a "trade secret" under G.S. 132-1.2 and G.S. 66-152(3) and therefore be exempt from public disclosure in response to a public records request. In the unlikely event that any vendor chooses to submit any "trade secret" data or information along with its proposal, such information must be *specifically* identified and stamped "CONFIDENTIAL" at the time of submission. Entire proposals may not be identified and stamped as "CONFIDENTIAL." In the event a third-party request or demand to review information submitted by a proposer is presented to WCPSS, WCPSS will notify the proposer of the request. If the proposer wishes the portions of its proposal marked "CONFIDENTIAL" to be withheld from WCPSS's response, the proposer must, within ten (10) days of notification from WCPSS of the request, (1) submit to WCPSS an opinion letter, signed by an attorney licensed to practice law in North Carolina, confirming that the portions marked "CONFIDENTIAL" meet the legal definition of a "trade secret" under G.S. 132-1.2 and G.S. 66-152(3) and (2) enter into a binding written agreement with WCPSS to fully indemnify and hold harmless WCPSS from any and all costs and expenses of any kind, including but not limited to court costs and attorney fees, incurred in the defense of any claims or legal actions of any kind against WCPSS seeking production or inspection of the portions marked "CONFIDENTIAL."

### **Modification or Withdrawal of Proposal**

Any response may be withdrawn or modified without penalty by written request of the contractor only if such request is received by WCPSS at the above address prior to the date and time set for receipt of proposals.

**Right To Reject**

WCPSS reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities. This contract for transportation services is not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. WCPSS has chosen to issue an RFP because it anticipates that a competitive process will facilitate the selection of qualified service providers to provide good services at fair prices. WCPSS reserves the right not only to accept or reject any specific proposal, but also to reject all proposals and either repeat the process or enter into direct contract negotiations with any one or more contractors, including contractors who have not previously submitted proposals. WCPSS further reserves the right to initiate contract negotiations with any individual contractors at any time before, during, or after the proposal process. Contractors may be invited to resubmit proposals or to enter into direct contract negotiations with WCPSS with respect to either all or part of the services described in the attached contract. WCPSS further reserves the right to restrict the invitation to submit proposals to any predetermined group of contractors and/or to exclude any individual contractors from the proposal process. All decisions by WCPSS to accept or reject proposals, repeat the process, enter direct negotiations with one or more individual contractors, restrict the invitation to submit proposals to a predetermined group of contractors, and/or exclude one or more individual contractors from the proposal process shall be final and not subject to further review.

**As an authorized representative of \_\_\_\_\_, I acknowledge that I have read, understand, and agree with section 1 as presented above.**

**Acknowledge :** \_\_\_\_\_

**Initialed:** \_\_\_\_\_

## Section 2

### **Proposal Format and Contents:**

Proposals must be submitted in the format outlined in this section, with each of the described forms and sections *completed in full* except any sections specifically described as optional or sample only. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. WCPSS reserves the right to eliminate from consideration any proposal that does not strictly adhere to the requirements of this RFP or that WCPSS determines, in its sole discretion, to be non-responsive to this RFP.

Each of the forms and sections described below should begin on a separate page, and each page should clearly state the name of the contractor.

### **Proposal Required Submissions:**

### **Compensation and Other Proposed Terms**

**In Section 2, Part A of its proposal, each vendor must submit the following:**

1. Per-Vehicle Per-Day Proposal. A fully completed copy of attached Proposal Form, indicating the contractor's proposed minimum and maximum fleet sizes and per-day, per-vehicle rates for each specified type of vehicle. If a contractor is not willing to provide services for a specific type of vehicle or specific route designation, the contractor is instructed to write "N/A" in the applicable space provided on Proposal Form.

**(Please Note: Contracts will include a four percent (4%) annual escalation clause)**

**In Section 2, Part B of its proposal, each vendor must submit the following:**

### **Number of Vehicles and Plan to Acquire Additional Vehicles**

Sections B of the proposal should contain the following information about the vehicles the contractor currently owns or leases and any additional vehicles the contractor is prepared to acquire in order to meet its contractual requirements should its proposal be accepted. In particular, Section 2 of the proposal must include the following:

1. A list of all vehicles the proposer currently owns or leases that will be available for services effective July 1, 2024, if the proposer is awarded a contract, including the make, model, current mileage, passenger capacity (excluding driver) and age (in years) of each such vehicle.

(Authorized Types of Vehicles. The only types of vehicles that may be used to transport students under this Agreement are "Lift Buses," "Non-Lift Buses," and "Other Vehicles," as defined herein.

(i) For purposes of this Agreement, "Lift Buses" refers to Type A school buses with a gross vehicle weight rating of 10,000 pounds or more that are equipped to safely transport passengers consistent with the terms of this Agreement. All Lift Buses shall be modified, at Vendor's sole expense, to accommodate at least two (2) wheelchair passengers and at least eight (8) non-wheelchair passengers, excluding the driver, in a manner consistent with all state and federal laws and regulations and acceptable to WCPSS. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of a Lift Bus, as defined herein, without the express written approval of WCPSS.

(ii) For purposes of this Agreement, "Non-Lift Buses" refers to Type A school buses with a gross vehicle weight rating of 10,000 pounds or more that are equipped to safely transport up to fourteen (14) non-wheelchair passengers, excluding the driver, consistent with the terms of this Agreement. Non-Lift Buses need not be able to accommodate wheelchairs. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of a Non-Lift Bus, as defined herein, without the express written approval of WCPSS.

(iii) For purposes of this Agreement, "Other Vehicles" refers to passenger vehicles (Sport Utility Vehicle, Mini-Van, and/or Crossover) with seating capacities of six (6) passengers, excluding the driver, and operational doors on both sides to load and unload passengers from all passenger compartments that are equipped to safely transport passengers consistent with the terms of this Agreement. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of another vehicle, as defined herein, without the express written approval of WCPSS.

2. A written explanation of its plan to acquire any additional vehicles it may need to meet contract requirements, including potential makes and models as well as the age and mileage of such vehicles. The plan should include any known contingencies that must be met in order to obtain financing and vendor's plan to address them. Each vendor may, but is not required to, include a letter from a bank or accredited lending institution noting any cash reserves, liquid assets, and/or available credit that vendor may be able to use to acquire additional vehicles throughout the contract term. Any such information will be considered favorably by WCPSS to the extent it shows the contractor's financial ability to make capital investments in support of this contract. WCPSS may request additional information from any contractor if it has questions about how and when the contractor will acquire the financing needed to secure new vehicles.

**In Section 2, Part C of its proposal, each vendor must submit the following:**

**Corporate Structure and Financial Condition**

Section C shall include a description of the contractor's corporate form, the date the contractor was incorporated, and the names and official titles of its corporate officers.

In addition, Section C shall include authoritative documentation of the contractor's financial condition and stability. Options for satisfying this requirement include, but are not necessarily limited to, an audited financial statement report commissioned within the past twelve (12) months or corporate tax returns for the 2021 and 2022 fiscal years.

**In Section 2, Part D of its proposal, each vendor must submit the following:**

**Experience, Background & References**

Section D of the proposal shall include a written summary of the contractor's experience and background in the areas of transportation, contract transportation, the transportation of public school students, the transportation of special needs students, and contracting with public school systems and other public entities, as well as a brief description of the background and qualifications of executive, managerial, and professional staff who will manage or oversee the delivery of services pursuant to this contract.

Section D of the proposal shall also include a list of three (3) references for individuals with first-hand knowledge of the contractor's background, experience, qualifications, and reliability, including the names and contact information for each such reference, the length of time each reference has had direct knowledge of and experience with the contractor, and the relationship of the contractor to each reference.

Section D may also list separately any other experience or background the contractor would like WCPSS to consider (optional).

**In Section 2, Part E of its proposal, each vendor must submit the following:**

**Safety Training and Vehicle Maintenance**

Section E of the proposal shall include a detailed written summary of the contractor's driver safety training and vehicle maintenance programs.

**In Section 2, Part F of its proposal, each vendor must submit the following:**



## **Litigation and Claims History**

Section F of the proposal shall include a summary of all contract and personal injury claims filed, pending, or concluded by or against the contractor in any judicial or administrative forum in the last five (5) years, including, at a minimum:

1. The date each such claim was filed;
2. The judicial or administrative forum in which each such claim was filed;
3. The names of any adverse parties;
4. The file number or docket number of each such claim;
5. Whether each such claim was initiated by or against the contractor;
6. The nature and substance of each such claim; and
7. The ultimate resolution of each such claim, including any judicial or administrative findings of fault or liability and the results of any appeals.

**In Section 2, Part G of its proposal, each vendor must submit the following:**

### **Official Statements by Contractor**

Section G of the proposal must contain a written statement, signed by a corporate officer who is authorized to bind the corporation, certifying that:

1. The contractor has read and agrees to the terms and conditions set forth in the RFQ/P.
2. The terms and conditions set forth in the proposal will remain open for at least sixty (60) days from the deadline for submission of proposals.
3. The contractor can obtain all insurance required by this contract.

**As an authorized representative of \_\_\_\_\_, I acknowledge that I have read, understand, and agree with section 2 as presented above and will submit the required information.**

**Acknowledge :** \_\_\_\_\_

**Initialed:** \_\_\_\_\_

**SECTION 3: Required General Qualifications**

- **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**  
Provider is duly qualified to do business in North Carolina. If Provider is a business entity that is not registered in North Carolina, prior to beginning the services described by this Contract, Provider shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Provider is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.  
(Federal Government)  
<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>  
(State of North Carolina)  
<https://ncadmin.nc.gov/documents/nc-debarred-vendors>

**REQUIRED SUBMITTALS**

The VENDOR shall check off to make all the following information is submitted with proposal:

Included in Proposal Submittal	Section
	Signed Execution Page (Page 1)
	Proposal Form (Attachment A)
	Vendor Information Form (Attachment B)
	References (Attachment C)
	HUB Form (Attachment D)
	Acknowledgement and Initialed Sections 1 and 2

**PROPOSAL FORM:**  
**FLEET SIZE AND PRICING SHEET: PER-VEHICLE PER DAY CONTRACT**

This form must be completed if the contractor is interested in being awarded a “per-vehicle per-day” contract as per the attached Exhibit A. Please review the contract carefully and reference it for definitions of quoted terms.

**MINIMUM FLEET SIZE**

For purposes of Section III.A.(2).(g) of the contract attached as Exhibit A, the proposer will commit to the following “Initial Minimum Fleet Size” for each category of vehicle:

Type of Vehicle:	Number of Vehicles:
“LIFT BUSES”:	_____
“NON-LIFT BUSES” :	_____
“OTHER VEHICLES”:	_____

**MAXIMUM FLEET SIZE**

Pursuant to Section III.A.(2).(h) of the contract attached as Exhibit A, the “Maximum Fleet Size” for each type of vehicle will be exactly 10% greater than the “Minimum Fleet Size” for that same category of vehicle.

Type of Vehicle:	Number of Vehicles:
“LIFT BUSES”:	_____
“NON-LIFT BUSES” :	_____
“OTHER VEHICLES”:	_____

**BASE PER-VEHICLE PER-DAY COMPENSATION RATES:**

For purposes of Section III.A.(3).(a) of the contract attached as Exhibit A, the proposer will perform the required services for the following base “per-vehicle per-day” rates for both “morning run” and “afternoon runs.” Consult the contract for definitions of each quoted term:

Type of Vehicle:	“Per-Vehicle Per-Day” Rate (in dollars):
“LIFT BUSES”:	\$ _____
“NON-LIFT BUSES” :	\$ _____
“OTHER VEHICLES”:	\$ _____

Name of Corporation:	_____
Signature of Authorized Representative:	_____
Printed Name of Authorized Representative:	_____
Date:	_____

VENDOR INFORMATION SHEET

Company Name (include dba): _____
Phone number: _____ Fax: _____ E-mail: _____
Contact: _____
Corporate Office Address: _____

Wake County Office Address (if different from Corporate): \_\_\_\_\_

Web Address: \_\_\_\_\_

Length of time in business: \_\_\_\_\_ Number of permanent employees: \_\_\_\_\_

DOT #: \_\_\_\_\_ (if applicable) MC License #: \_\_\_\_\_ (if applicable)

Insurance Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

**References:** All Vendors must submit three references other than WCPSS, preferably for similar size/scope of projects for which comparable services have been provided.

Name of Organization		Contact Name	
Annual Contract Value		Contact Title	
Contract Start Date		Contact Cell #	
Contract End Date		Contact Email	

Name of Organization		Contact Name	
Annual Contract Value		Contact Title	
Contract Start Date		Contact Cell #	
Contract End Date		Contact Email	

Name of Organization		Contact Name	
Annual Contract Value		Contact Title	
Contract Start Date		Contact Cell #	
Contract End Date		Contact Email	

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION**

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled but does not discriminate based on race, gender, or any other protected class when making contract award decisions.

Parties are required to complete the following information when submitting their response to this request on the understanding that WCPSS is an equal opportunity contractor that does not discriminate based on any legally protected status:



Check all that apply:

\_\_\_\_\_ Minority Owned Business

\_\_\_\_\_ Woman Owned Business

\_\_\_\_\_ Small Business Enterprise

\*\*\*\*\*

\_\_\_\_\_ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

\_\_\_\_\_ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

\_\_\_\_\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR INFORMATION PURPOSES ONLY THIS DOCUMENT IS NOT TO BE FILLED OUT****Sample Contract and Documents  
Terms and Conditions Apply to RFP****AGREEMENT BETWEEN THE WAKE COUNTY BOARD OF EDUCATION  
AND [FULL CORPORATE NAME OF VENDOR]  
FOR SPECIAL TRANSPORTATION SERVICES****I. PREAMBLE**

THIS AGREEMENT as set forth herein between the Wake County Board of Education, the governing body of the Wake County Public School System (hereinafter "WCPSS") and [FULL CORPORATE NAME OF VENDOR] (hereinafter "Vendor") represents a mutual understanding and agreement on behalf of the parties of specified obligations to be met for the safe and efficient transportation of certain special needs, homeless, foster, pre-kindergarten, alternative school, and/or other students designated by WCPSS to receive special transportation services, as well as any adult monitor or assistants assigned by WCPSS to accompany such students.

**II. PURPOSE**

The purpose of this Agreement is to provide transportation for students in the Wake County Public School System.

**III. TERMS AND CONDITIONS OF AGREEMENT****A. GENERAL TERMS AND CONDITIONS**

- (1) ASSIGNMENT AND ROUTING OF STUDENTS. WCPSS shall, in its sole discretion, establish routes and assign them to Vendor based on vendor pricing, the number, location, and special needs of students requiring transportation, and any other factors deemed relevant by WCPSS. Each daily route may consist of any number of individual runs. For purposes of this Agreement, a "route" consists of all assigned passenger pick-ups and drop-offs assigned by WCPSS for any one vehicle over the course of a single day, and a "run" consists of all assigned passenger pick-ups and drop-offs that occur consecutively during the course of a daily route without a break in service. Each run and each route shall be completed in strict adherence to the routing information provided by WCPSS. The parties expressly recognize and agree that all individual routes and runs are subject to cancellation and/or change at any time throughout the school year due to increases or decreases in the number of students requiring special transportation to and from specific locations, the movement of students within the school system, changes in the Individualized Education Plans ("IEPs") or Section 504 Plans of individual students, the addition of new students to existing routes, the desire to promote greater efficiency in routing, and other factors deemed relevant by WCPSS. The parties further recognize and agree that such factors may result in routes and/or individual runs being revised, canceled, or assigned to other contractors at WCPSS's sole discretion, and that there shall be no right, entitlement, or expectation on the part of Vendor to any specific number or type of routes or runs or to the continuation of any individual routes or runs.
- (a) Duration of Routes and Runs. Vendor shall be entitled to additional compensation as provided in Section III.A.3.(b) of this Agreement for any individual route with a duration that exceeds eight and one-half (8 ½) hours as designated in the WCPSS's Transportation Information Management System ("TIMS Report"). Under no circumstances shall Vendor be required to accept any individual route for which the TIMS Report indicates that the duration of the route exceeds ten (10) hours. All routes that span the hours between 10:00 a.m. and 2:00 p.m. will include a one-hour lunch break for the driver between those hours. The parties recognize that road and traffic conditions and other circumstances beyond the parties' control may extend the actual duration of any particular run or route on any particular day. Accordingly, for

purposes of this Section, the “duration” of any particular route or run shall be conclusively established by the WCPSS’s Transportation Information Management System (“TIMS report”) and not the actual driving time for any particular route or run on any particular day(s).

- (b) Initial Route Assignments. WCPSS shall provide Vendor with written notice of any initial route assignments, including any morning, mid-day, and afternoon runs, approximately ten days before the commencement of services. For purposes of this Agreement, “initial” route assignments are any routes assigned to Vendor prior to Vendor’s commencement of services for each new school year and do not include new route assignments or changes to route assignment that may occur during the school year. At WCPSS’s discretion based on vendor pricing, the numbers of students then requiring transportation services, and/or other factors, WCPSS may or may not assign routes to any individual vendor between July 1 and the beginning of the traditional calendar school year during the initial year of this Agreement and/or each subsequent school year. Along with each initial route assignment, WCPSS will provide a printed “TIMS report” and a separate document describing any transportation accommodations needed for particular students, including but not limited to any accommodations required by a student’s Individualized Education Program (IEP). Each such TIMS report will also include or be accompanied by a description of the individual runs that will compose each route, the names and addresses of students assigned to those routes, parent contact information, any specific directions to be followed in transporting such students to and from the destinations identified by WCPSS, and any other information deemed relevant by WCPSS.
- (c) New Route Assignments and Changes to Route Assignments. At WCPSS’s sole discretion, Vendor may be assigned routes requiring it to run up to the maximum numbers of each type of vehicle as set out in Section III.A.(2).(h) of this Agreement. New route assignments or changes to or cancellations of route assignments may be made by WCPSS at any time throughout the year. Changes to route assignments may include changes to pick-up or drop-off times, the addition or deletion of individual students or pick-up or drop-off sites to or from specific runs, and/or any other changes required by WCPSS consistent with the terms of this Agreement.
- (d) Notice of New Route Assignments. WCPSS will endeavor to provide at least forty-eight (48) hours’ notice of any new route assignments by delivering the information described in Section III.A.(1).(b) of this Agreement to Vendor by email or other written means. If for any reason WCPSS is unable to provide forty-eight (48) hours’ notice of any new route assignment, WCPSS will provide such notice as soon as is practicable by email, telephone, or other means.
- (e) Notice of Changes to Route Assignments. WCPSS will endeavor to provide at least forty-eight (48) hours’ notice of any changes to route assignments, including the addition or deletion of additional student pick-ups or drop-offs and/or the addition or deletion of mid-day runs, by delivering the relevant portions of the information described in Section III.A.(1).(b) to Vendor by email or other written means. If for any reason WCPSS is unable to provide this information forty-eight (48) hours before a routing change is to take effect, WCPSS will provide such notice as soon as is practicable by email, telephone, or other means. Notwithstanding the foregoing, Vendor expressly agrees to comply with all changes in routing made by WCPSS at any time and in any manner, including but not limited to any last-minute route adjustments made during the course of a run.
- (f) Verification of Routing Information. In addition to the notice requirements set out above, Vendor may request a copy of the TIMS report for any route at any time, and WCPSS will endeavor to provide such a report within twenty-four (24) hours or as soon thereafter as is practicable. Nothing in this provision shall be construed to relieve Vendor of its obligation to provide timely services in accordance with the terms of this Agreement.
- (g) Vendors to Follow Assigned Routes. Vendor shall ensure that its drivers follow the route descriptions provided by WCPSS except where deviations are strictly necessary to (1) comply with mandatory road detours or avoid total road closures (not including traffic delays); (2) obey instructions from law enforcement; or (3) protect the safety of passengers in emergency situations. Any deviations from



assigned routes and the reasons for those deviations shall be documented and kept on file by Vendor for review by WCPSS upon request. If Vendor has suggestions to improve routing or believes that any scheduled pick-up or drop-off times for any individual route are impracticable in light of traffic patterns or other regular conditions or occurrences beyond its control, Vendor shall relay its concerns to the designated WCPSS official via the Cherwell communication platform or any substitute communication protocol designated by WCPSS, along with any supporting documentation it may choose to present. Vendor shall not directly contact any specific members of the WCPSS routing team with any such concerns or suggestions. The Transportation Department will consider any such concerns and review the route assignment and notify Vendor if any route adjustments will be made.

(h) Liquidated Damages for Failure to Transport Assigned Students. Vendor is responsible for commencing transportation services for all assigned students by the start date indicated by WCPSS. In general, the start date will be third (3<sup>rd</sup>) school day after Vendor receives notice of the assignment and routing information from WCPSS pursuant to this Agreement. If Vendor does not commence services by the beginning of the third (3<sup>rd</sup>) school day after Vendor receives notice as provided herein, Vendor may be assessed liquidated damages in the amount of one hundred dollars (\$100) for each day that each student is not transported, including and after the third (3<sup>rd</sup>) school day of receiving notice of the new assignment should WCPSS determine that Vendor has not taken reasonable measures to commence timely service. If Vendor believes that extenuating circumstances excuse the untimely commencement of services, Vendor may submit a written explanation to the designated WCPSS official. WCPSS will review any such requests and determine, in its sole discretion, whether liquidated damages shall be waived. Any liquidated damages as described in this subsection shall be deducted from the Vendor's next monthly payment and/or billed separately by WCPSS, at WCPSS's discretion. Additionally, repeated or willful failures to provide safe and timely services shall be considered a material breach of this Agreement and may be grounds for termination for cause as specified herein.

(i) Notice from Vendor to Parents of Transportation Schedule. Whenever a student is assigned to Vendor and whenever the location or time for pick-up or drop-off is changed for any particular student, Vendor shall make reasonable efforts to contact the student's parents/guardians via telephone or home visit within twenty-four (24) hours of receiving notice from WCPSS to let the parents/guardians know when transportation will begin and the times for pick-up and drop-off. If Vendor makes reasonable efforts but is unable to make contact with the parents/guardians by telephone or home visit within this twenty-four (24) period, Vendor shall contact the parents/guardians by email (if available) *and* by use of door knockers provided by WCPSS (see Exhibit C) within forty-eight (48) hours of assignment to provide this information as well as a phone number where Vendor may be reached. All such efforts to contact parents shall be documented and kept on file for review by WCPSS upon request.

(j) Field Trips. For students already assigned to Vendor, Vendor shall be responsible for providing transportation services as assigned by WCPSS for field trips to and from destinations within Wake County or within any county directly contiguous to Wake County, with additional compensation for any such runs as provided in Section III.A.(3).(c) of this Agreement. WCPSS shall provide Vendor with forty-eight (48) hours' notice of any such field trip assignments by providing the information described in Section III.A.(1).(b) of this Agreement. Vendor may, but is not required to, negotiate with WCPSS to provide transportation services to and from field trip destinations that are not within Wake County or a directly contiguous county.

(2) VENDOR FLEET AND VEHICLE REQUIREMENTS. Vendor agrees to adhere at all times to the following requirements regarding the vehicles it will use to provide services under this Agreement.

(a) Authorized Types of Vehicles. The only types of vehicles that may be used to transport students under this Agreement are "Lift Buses," "Non-Lift Buses," and "Other Vehicles," as defined herein.

(i) For purposes of this Agreement, "Lift Buses" refers to Type A school buses with a gross vehicle weight rating of 10,000 pounds or more that are equipped to safely transport passengers consistent with the terms of this Agreement. All Lift Buses shall be modified, at Vendor's sole

expense, to accommodate at least two (2) wheelchair passengers and at least eight (8) non-wheelchair passengers, excluding the driver, in a manner consistent with all state and federal laws and regulations and acceptable to WCPSS. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of a Lift Bus, as defined herein, without the express written approval of WCPSS.

(ii) For purposes of this Agreement, “Non-Lift Buses” refers to Type A school buses with a gross vehicle weight rating of 10,000 pounds or more that are equipped to safely transport up to fourteen (14) non-wheelchair passengers, excluding the driver, consistent with the terms of this Agreement. Non-Lift Buses need not be able to accommodate wheelchairs. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of a Non-Lift Bus, as defined herein, without the express written approval of WCPSS.

(iii) For purposes of this Agreement, “Other Vehicles” refers to passenger vehicles (Sport Utility Vehicle, Mini-Van, and/or Crossover) with seating capacities of six (6) passengers, excluding the driver, and operational doors on both sides to load and unload passengers from all passenger compartments that are equipped to safely transport passengers consistent with the terms of this Agreement. No other type of school bus, body on chassis vehicle, activity bus, full size van, modified van, or other type of vehicle may be used in place of an Other Vehicle, as defined herein, without the express written approval of WCPSS.

(b) Condition of Vehicles. Vendor shall provide vehicles that are in good operating condition at all times during the term or any renewal of this Agreement. Any and all Lift Buses and Non-Lift Buses used to transport students under this Agreement shall be no more than ten (10) years old and shall have accrued no more than two-hundred thousand (200,000) miles at any time during the term or any renewal of this Agreement, unless either or both of these requirements is waived in writing by WCPSS with respect to any individual vehicles. In addition, no Lift Bus or Non-Lift Bus that has accrued over one-hundred fifty thousand (150,000) miles may be used to transport students under this Agreement unless WCPSS has inspected and approved the vehicle’s appearance and has received satisfactory assurances of its safety and roadworthiness from Vendor. Any and all Other Vehicles used to transport students under this Agreement shall not be more than seven (7) years old and shall have accrued no more than one-hundred seventy-five thousand (175,000) miles at any time during the term or any renewal of this Agreement, unless this requirement is waived in writing by WCPSS with respect to any individual vehicles. Before any Lift Bus or Non-Lift Bus becomes eleven (11) years old or accrues over two-hundred thousand (200,000) miles, and before any Other Vehicle becomes eight (8) years old or accrues over one-hundred seventy-five thousand (175,000) miles, Vendor shall replace them with newer vehicles meeting all of the requirements of this Agreement at Vendor’s sole expense, unless this requirement is waived in writing by WCPSS with respect to any individual vehicles at WCPSS’s sole discretion. In addition, no Other Vehicle may be used to transport students under this Agreement unless WCPSS has inspected and approved the vehicle between ninety-five thousand (95,000) and one hundred thousand (100,000) miles, and again between one hundred forty-five thousand (145,000) and one hundred fifty thousand (150,000) miles and received satisfactory assurances of its safety and roadworthiness from Vendor. All vehicles must be clear of trash, debris (bags, cups, cans, etc.) and unpleasant odors while being used to provide services under this Agreement. WCPSS retains the right to decline the use of any vehicles which have an odor of or remnants of tobacco smoke inside the vehicle, and Vendor shall provide replacement vehicles at its sole expense. Other unpleasant odors, including those caused by bodily secretions, will be eliminated by cleaning (not covered up with fragrance or perfume) within twenty-four (24) hours of inception or removed from service and replaced at Vendor’s sole expense. Vendor may be required to perform additional vehicle sanitation at Vendor’s sole expense in the event of a pandemic or any other crisis, emergency, or other unforeseen event that impacts the health or safety of passengers. For purposes of this provision, the age of a vehicle shall be determined by its model year.

(c) Vehicle Safety Standards. All vehicles must meet all applicable state and federal vehicle safety standards at all times. All Lift Buses and Non-Lift Buses must meet all state and federal motor vehicle safety

standards applicable to public school buses. All vehicles must be equipped with a three-point seat belt for each passenger. Rear-facing seating arrangements are prohibited on all vehicles.

- (d) Other Restrictions. In order to ensure that the special needs of students receiving transportation pursuant this Agreement who have IEPs or Section 504 plans are met, WCPSS may impose additional restrictions on the vehicles, drivers, and/or equipment to be used by Vendor on any and all routes, including but not limited to the following:
- (i) Specific type or size of vehicle to be used.
  - (ii) Specific vehicle to be used.
  - (iii) Maximum passenger capacity of vehicle.
  - (iv) Types of passenger restraints and other equipment or safety devices carried on each vehicle.
  - (v) Any requirements dictated by an individual student's IEP or Section 504 Plan.
  - (vi) Any restrictions to meet the requirements of current or future laws, regulations, or rules of the National Highway Traffic Safety Administration (NHTSA).
  - (vii) Any other reasonable rules or restrictions.
- (e) Notice of Other Restrictions. To the extent practicable, WCPSS will provide notice of any restrictions described in Section III.A.(2).(d), above, at the time student assignments are made. The parties recognize and agree, however, that changes in routing or in the special needs of individual students may result in the imposition of new or changed restrictions with respect to any particular vehicle or route at any time throughout the school year, and Vendor shall comply with any such new or changed restrictions. To the extent practicable, WCPSS will endeavor to provide Vendor with forty-eight (48) hours' notice of any new or changed restrictions.
- (f) Vehicle Maintenance and Inspections. Vendor shall be solely responsible to ensure that all of its vehicles used to provide services under this Agreement are safe and well maintained and in compliance with all applicable laws and regulations as well as the following requirements:
- (i) Pre-Service Inspections. Prior to the start of each school year, WCPSS shall designate a one-week period during which all Vendor vehicles that may be used to provide services under this Agreement will be made available for inspection by WCPSS at a location designated by WCPSS. Each such vehicle must pass the annual WCPSS inspection before it can be brought into service during that school year.
  - (ii) Monthly Inspections. Vendor shall have each vehicle inspected monthly by a qualified vehicle inspector. Hard copies of these inspections and reports shall be submitted to WCPSS on the fifth (5<sup>th</sup>) day of each month except for the first month's reports, which are due no later than ten (10) days before the first date upon which student will be transported by Vendor under this Agreement. The written inspection report shall be completed using a form approved by WCPSS. If Vendor fails to provide timely vehicle inspection reports to WCPSS as herein provided, WCPSS may withhold Vendor's next monthly payment until such reports are provided. Repeated or willful violations of this subsection may result in termination by WCPSS, provided Vendor has first been given written notice of this possibility and has failed to take adequate steps to address the problem.
  - (iii) Preventative Maintenance. Vendor shall develop and implement a preventative maintenance program reasonably designed to keep all vehicles used to provide services under this Agreement safe, operational, and in good condition. Vendor shall make regular checks of special equipment (such as seat belts, car seats, booster seats, safety vests, and wheelchair securements) and assure that such equipment is fully operable. All vehicles used shall be maintained in neat, clean, and safe condition. WCPSS reserves the right to prohibit the use of any vehicle it considers is not neat, clean, or safe until the condition is remedied by Vendor. Vendor shall be solely responsible for providing approved replacement vehicle(s) for any vehicle(s) that is restricted from use by WCPSS until the condition is remedied by Vendor.

- (iv) WCPSS Spot Checks. WCPSS may administer periodic “spot checks” of any or all vehicles to ensure that vehicle inspection reports are accurate and that the vehicles inspected meet the standards set out in this Agreement. Vendor shall fully cooperate with and submit to any such “spot check” with or without prior notice. In addition, WCPSS may require Vendor to produce any of its vehicles used for transportation under this Agreement for a safety inspection at a WCPSS facility upon reasonable notice. Vendor shall cooperate with all such “spot checks” and inspections. Nothing herein shall be construed as a waiver or modification of Vendor’s sole responsibility to inspect and ensure the proper safety, maintenance, and road-worthiness of each vehicle used to provide services under this Agreement.
- (g) Initial Minimum Fleet Size. As of the effective date and at all times during the term of this Agreement, Vendor shall maintain and make available for service under this Agreement at least [INSERT NUMBER] Lift Buses, at least [INSERT NUMBER] Non-Lift Buses, and at least [INSERT NUMBER] Other Vehicles, with each vehicle meeting all applicable requirements set out in this Agreement. Only fully operational vehicles meeting all specifications and requirements of this Agreement will be counted in determining Vendor fleet size. In the event that WCPSS assigns more route(s) to Vendor than can be accommodated with the minimum fleet sizes set out in this Subsection for Lift Buses, Non-Lift Buses, and/or Other Vehicles, Vendor shall acquire any additional vehicles needed to accommodate such routes so that they can be placed into service within the time periods described in Section III.A.(1) of this Agreement, subject only to the maximum fleet size limitations described in Section III.A.(2).(h), below. Vendor shall be solely responsible for developing and implementing a plan to acquire any such additional vehicles, as well as to hire additional drivers and make any other necessary arrangements, so that services can commence for any new routes within the time frames described in Section III.A.(1) of this Agreement. Logistical and/or financial difficulties associated with the acquisition of new vehicles and/or the hiring of new drivers shall not be grounds for refusing to acquire new vehicles and to commence services for new routes within the timelines described in Section III.A.(1).
- (h) Maximum Fleet Size. Notwithstanding for foregoing, nothing in this Agreement shall be construed to require Vendor to acquire, possess, maintain, or make available for service more than [INSERT NUMBER EQUAL TO 110% OF THE CORRESPONDING NUMBER IN THE IMMEDIATELY PRECEDING SUBSECTION] Lift Buses, more than [INSERT NUMBER EQUAL TO 110% OF THE CORRESPONDING NUMBER IN THE IMMEDIATELY PRECEDING SUBSECTION] Non-Lift Buses, or more than [INSERT NUMBER EQUAL TO 110% OF THE CORRESPONDING NUMBER IN THE IMMEDIATELY PRECEDING SUBSECTION] Other Vehicles at any one time, and Vendor may refuse any additional route assignments that cannot, consistent with routing information provided by WCPSS, be accommodated with a fleet of this size. Only fully operational vehicles meeting all specifications and requirements of this Agreement will be counted in determining Vendor fleet size.
- (i) Expansion of Maximum Vehicle Fleet Size. Upon written request from WCPSS, Vendor may, but shall not be required to, agree in writing to expand its maximum fleet size as described directly above up to ten percent (10%) beyond what is listed in this Agreement. Any such written agreement shall be signed by both parties and incorporated by reference and made a part of this Agreement, leaving all other terms and conditions unchanged. Due to the need to quickly increase fleet sizes in some circumstances, any such written agreement may be signed on behalf of WCPSS by its Superintendent without the need for formal approval by the Board of Education. Upon execution by Vendor and the WCPSS Superintendent, WCPSS may assign additional routes to Vendor under the terms and conditions of this Agreement, up to and including the new fleet size limit. In the event the parties wish to amend this Agreement to expand Vendor’s maximum vehicle fleet size beyond the ten percent (10%) increase authorized under this subsection, formal approval of the Board of Education will be required.
- (j) Vehicle Inventory List. Within ten (10) business days of execution of this Agreement, Vendor will provide WCPSS a full inventory of vehicles, including make, model, year, mileage, license plate number, VIN number, passenger seating capacity, and wheelchair and non-wheelchair seating capacity for each vehicle. Vendor shall supplement this list by providing the same information about any vehicle subsequently acquired by Vendor to provide services under this Agreement no later than forty-eight (48)

hours after acquisition of such vehicle. Each Vendor vehicle will be assigned a vehicle number by WCPSS. The vehicle number will be tied to a route when assigned within the WCPSS routing system.

(k) Vehicle Identification. All vehicles used to transport students shall clearly and prominently display Vendor's company name, WCPSS-assigned vehicle number, and the work phone number for the driver's supervisor. This information must be displayed on decals appearing on both sides and the back of each vehicle used to provide services under this Agreement and must be legible from at least twenty (20) feet away. All vehicles shall also clearly and prominently display at all times a sign notating "Official School Transportation" on the back of the vehicle in lettering size of a minimum of three (3) inches that is clearly visible from outside of the vehicle.

(3) COMPENSATION. For services provided in accordance with the terms and conditions of this Agreement, Vendor shall be compensated as follows:

(a) Base Per-Vehicle-Per-Day Payments. Vendor shall be paid for days on which services are provided on a per-vehicle-per-day basis according to the following flat rates:

(i) Lift Bus Routes: [INSERT DOLLAR AMOUNT WRITTEN IN WORDS] dollars (\$[INSERT DOLLAR AMOUNT WRITTEN IN NUMBERS]) per-vehicle-per-day.

(ii) Non-Lift Bus Routes: [INSERT DOLLAR AMOUNT WRITTEN IN WORDS] dollars (\$[INSERT DOLLAR AMOUNT WRITTEN IN NUMBERS]) per-vehicle-per-day.

(iii) Other Vehicle Routes: [INSERT DOLLAR AMOUNT WRITTEN IN WORDS] dollars (\$[INSERT DOLLAR AMOUNT WRITTEN IN NUMBERS]) per-vehicle-per-day.

Vendor shall be paid for no more than one vehicle per day for each route assigned (with each route being inclusive of all assigned runs), without regard to miles traveled or hours during which the vehicle is in use, except as expressly stated below.

(b) Premium Payments for Extended Routes. Consistent with Section III.A.1.(a) of this Agreement, for any route assigned to Vendor for which the total duration of the assigned route as designated on the TIMS report is more than eight and one-half (8 ½) hours, Vendor shall be entitled to a premium payment of one hundred dollars (\$100) per-vehicle-per-day, regardless of vehicle type, in addition to the applicable per-vehicle-per-day rate as set out in Section III.A.(3).(a), above.

(c) Payments for Field Trips. For each field trip assigned to Vendor pursuant to Section III.A.(1).(i) of this Agreement, WCPSS will pay Vendor one hundred fifty dollars (\$150) per Lift Bus per day, one hundred twenty-five dollars (\$125) per Non-Lift Bus per day, and one hundred dollars (\$100) per Other Vehicle per day if the field trip destination is within Wake County, and one hundred seventy-five dollars (\$175) per Lift Bus per day, one hundred fifty dollars (\$150) per Non-Lift Bus per day, and one hundred twenty-five dollars (\$125) per Other Vehicle per day if the field trip destination is outside Wake County but within a county that is directly contiguous with Wake County. Compensation for any field trips to and from destinations that are not located within Wake County or a directly contiguous county will be negotiated in good faith by the parties if Vendor is willing to provide such service.

(d) Payments for Vehicles in Excess of Maximum Fleet Sizes. Should Vendor, in its sole discretion, consent to a request from WCPSS to expand its fleet beyond the maximum fleet size requirements set out in Section III.A.(2).(h) of this Agreement for any category of vehicle (i.e., "Lift Bus," "Non-Lift Bus," or "Other Vehicle"), the parties shall negotiate a rate for any such services and memorialize their agreement in a formal written contract amendment signed by authorized representatives of both parties. Vendor is under no obligation to negotiate such a contract amendment and is free to refuse to expand its fleet size beyond the maximum numbers of each category of vehicle set out in Section III.A.(2).(h).

(e) Payment for Route Familiarization. For each route initially assigned by WCPSS before the commencement of services under this Agreement, WCPSS will pay Vendor for one (1) day at the appropriate per-vehicle-per-day rate described in Section III.A.(3).(a) in order to allow Vendor's drivers to familiarize themselves

with the assigned routes. Vendor must actually run routes in order to qualify for this payment. No such allowance shall be made for any routes changed or added after the initial assignment of routes.

- (f) No Payments for Non-Conforming Vehicles. WCPSS shall not be obligated to pay for any services provided in a vehicle that is not provided in strict conformance with Sections III.A.(2).(a)-(d) and III.A.(2).(f) of this Agreement.
  - (g) No Payments Except as Expressly Provided. Except as expressly provided herein or in any subsequent written agreement executed by authorized representatives of both parties, Vendor shall not be entitled to any additional compensation for any reason whatsoever. In particular, Vendor shall be compensated on a per-vehicle-per-day basis without regard to the number of miles traveled or fuel consumed by any individual vehicle, the hours worked by any driver(s) of other employee(s) of Vendor, the number of hours any vehicle is in use, or other operational expenses of Vendor. Vendor expressly recognizes that some students, particularly those who qualify as “homeless” under the McKinney-Vento Homeless Education Assistance Improvements Act and ESSA Foster students, may require longer trips between their homes and school, and Vendor shall not be entitled to any additional compensation for any additional mileage or work such trips may entail. Vendor also recognizes that routes may be changed and individual students and pick-up or drop-off destinations may be added or removed from any route as herein provided and that such changes shall not result in any additional compensation for Vendor, notwithstanding they may result in increased operational expenses for Vendor. Except as expressly provided in Section III.A.(3).(e) of this Agreement, Vendor shall not be entitled to any form of compensation for any days during which assigned passengers are not actually transported by Vendor, including but not limited to weekends or school holidays, days during which school is not attended, including “track-out” days for year-round calendar schools, or days during which school is canceled due to inclement weather or for other reasons. Vendor shall not be entitled to any compensation of any kind during periods of work stoppage due to inclement weather, natural disaster, pandemic, school closure, or any other reason.
  - (h) Payment Inquiries. WCPSS will receive and consider all inquiries related to payment. WCPSS will determine appropriate adjustments to payment amounts, if any, and provide written explanations, if requested, for any adjustments made.
  - (i) Escalation Clause. The base per-vehicle per-day compensation rates to be paid to Vendor as described in Section III.A.(3).(a) of this Agreement shall automatically increase by four percent (4%) effective July 1, 2025 (for the 2025-2026 contract year) and annually thereafter on July 1 of each subsequent contract year. This escalation clause shall not apply to any other component of Vendor’s compensation, such as any “premium” payments made under any other subsections of Section III.A.(3).
- (4) STUDENTS NOT AVAILABLE FOR PICK-UP. In the event Vendor makes pick-up stops on five (5) consecutive days in which a student is not transported, and notice has not been given by WCPSS to Vendor to remove the student from the route, Vendor shall contact the parent/guardian within twenty-four (24) hours to determine whether service is needed. If the parent/guardian confirms that service is not needed, Vendor shall notify WCPSS via Cherwell [or by such other written means as WCPSS may designate](#). Vendor shall continue to attempt pick-ups and drop-offs for the student as designated in the assigned route until WCPSS confirms in writing that the student has been removed from the route. Vendor’s failure to provide WCPSS with the notice described in this subsection shall be deemed a material breach of this Agreement. Repeated or willful failures to provide the notice described in this subsection shall be grounds for termination by WCPSS.
- (5) BILLING AND INVOICING. WCPSS will pay Vendor on a monthly basis. The billing period for the contract will be the first (1<sup>st</sup>) day of the month to the last day of the month. Vendor shall provide invoices for the previous billing period by no later than the fifth (5<sup>th</sup>) day of each month. Signed invoices shall be scanned and emailed to the designated WCPSS official, along with a clear list of routes (including route numbers), the number of vehicles used, the base per-vehicle per-day compensation rate for each vehicle and route, any premium payments or other compensation required under this Agreement for each vehicle and route, confirmation of the most recently monthly vehicle inspection, and any other information reasonably requested by WCPSS. If

invoices and supporting materials are submitted before the close of business on the first (1<sup>st</sup>) day of the month for the previous billing cycle, payment shall be made by the end of that same month. If invoices and supporting materials are submitted between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) day of the month, payment shall be made as soon as practicable consistent with WCPSS accounting pay cycles but not later than the end of the following month.

- (6) FORMS FOR REPORTING OF INFORMATION. WCPSS may provide forms or templates for the reporting of any information required to be provided by Vendor pursuant to this Agreement. If no form or template is provided by WCPSS, information required to be provided by Vendor pursuant to this Agreement shall be provided in a form mutually agreeable to both parties.
- (7) APPROVAL OF DRIVERS. WCPSS may conduct an investigation of all driving and criminal records of drivers proposed to WCPSS by Vendor as drivers for their students. If WCPSS determines, in its sole discretion, that a driver is not acceptable to drive students, it shall notify Vendor of the results of its investigation. WCPSS reserves the right to notify Vendor that a driver previously considered acceptable is no longer acceptable. Vendor shall immediately stop allowing any driver deemed unacceptable by the WCPSS to transport students.
- (8) HEALTH AND SAFETY OF STUDENTS. While Vendor shall be solely responsible for ensuring that its drivers are acceptable to transport students, WCPSS shall have the right to take any actions it reasonably believes are necessary to protect the health and safety of the students, including but not limited to imposing additional rules and restrictions regarding the transportation of specific students, making changes to student assignments, canceling routes or reassigning routes to other vendors, and/or terminating this Agreement. In addition, if Vendor fails to follow the written specifications and the terms of this Agreement, it will be considered for termination. WCPSS reserves the right to immediately suspend Vendor, or any individual vehicles of Vendor, without compensation to Vendor for any payments it would otherwise be entitled to during the period of suspension, if WCPSS deems that Vendor, or an individual vehicle of Vendor, poses a risk to the safety of its students. Vendor's drivers shall *immediately* report any incidents or concerns relating to student health, safety, or discipline to the designated administrator at the student's school, the student's parent(s) or legal guardian(s), and the driver's supervisor. Before the end of the day, the driver's supervisor shall complete any form provided by WCPSS for the reporting of such information and shall provide a hard copy of the form to the school administrator via Cherwell or other such other written means as WCPSS may designate.
- (9) PERFORMANCE REVIEWS AND AUDITS. WCPSS shall, at its sole discretion, review Vendor's performance to ensure compliance with this Agreement. Vendor agrees to cooperate in all respects with any such performance review and to timely respond to and address any concerns raised by WCPSS. In addition, WCPSS may have its Internal Auditor, or a private firm conducts an audit of Vendor's business practices and all business records related to this Agreement. Vendor will receive five (5) working days' notice of any audit. Any audit will be limited in scope to only the services provided to WCPSS. WCPSS shall have the right to inspect and/or copy any or all records related to this Agreement. If a performance review or audit reveals that WCPSS has paid Vendor more than required under the terms of this Agreement, any such overpayment shall be immediately refunded by Vendor upon demand, or WCPSS may, at its option, deduct this amount from the next monthly payment(s) to Vendor. If WCPSS determines that Vendor intentionally sought or received overpayment, WCPSS may immediately and permanently suspend Vendor from providing contract transportation and terminate this Agreement.
- (10) INDEPENDENT CONTRACTOR. WCPSS shall retain Vendor as an independent contractor to perform the services called for herein. It is understood and agreed by the parties hereto that Vendor is and shall be an independent contractor. In no event shall any employee hired by Vendor be considered an employee or agent of WCPSS. Such matters as work schedules, wage rates, the terms and conditions of employment for Vendor's employees, and Vendor operations are entirely within the purview of Vendor except insofar as services must conform with the specifications of this Agreement.
- (11) AVAILABILITY OF FUNDS. This Agreement is subject specifically to the availability of funds supplied by the State of North Carolina, United States government, or any other applicable governing authority, to the Wake

County Public School System for the transportation of students. Vendor specifically acknowledges that payment under this Agreement is subject to the availability of such funds. WCPSS may terminate this agreement on thirty (30) days written notice due to unavailability of funds.

## **B. BASIC SERVICES**

- (1) TRANSPORTATION OF STUDENTS. Vendor shall timely respond to all assignments of routes and students by providing vehicles at the appropriate locations and times for pickups and discharges, as determined by WCPSS. Once routes and students have been assigned, it is Vendor's sole responsibility to ensure the safe and timely transportation of students in accordance with the designated pick-up and drop-off times and locations in full compliance with the terms of this Agreement. Vendor shall be required to have a daily log sheet in vehicles at all times while transporting WCPSS students (see Exhibit C). Upon request from WCPSS staff, vendor shall provide copies of any daily log sheet(s) within twenty-four (24) hours.
- (2) INITIAL NOTIFICATION OF CONCERNS. Within the first two (2) days of providing service at the beginning of each school year, Vendor shall notify WCPSS in writing, via Cherwell or such other written means as WCPSS may designate, of any problems that may have occurred with the transportation of assigned students.
- (3) GENERAL SERVICE HOURS. In general, Vendor shall be prepared and available to provide drivers and vehicles to transport students under the terms of this Agreement between the hours of 5:00 a.m. and 7:00 p.m., or as such hours may be adjusted due to changes in the start and end times for individual schools. The normal time frame of 5:00 a.m. to 7:00 p.m. does not include any driving time or other time spent by Vendor or Vendors drivers on any given route before Vendor's first designated pick-up of a student or after Vendor's last designated drop-off of a student on any given day, such as time spent driving to pick up or drop off a Safety Assistant or time spent driving to or from a driver's home, Vendor's place of business, or any other destinations not specifically designated by WCPSS as student pick-up or drop-off sites. In addition, the parties recognize that as of the date of execution of this Agreement, WCPSS operates "Evening Programs" at multiple school sites between the hours of 5:00 p.m. and 8:00 p.m., and that Mary E. Phillips High School operates on two (2) different bell schedules, currently from 7:25 a.m. to 2:18 p.m. and from 2:20 p.m. to 6:00 p.m. Notwithstanding anything to the contrary herein, Vendor expressly agrees that if assigned a route including an existing or subsequently added Evening Program and/or Mary E. Phillips High School, it will provide services as needed to transport students home from that school at the end of second bell schedule. Vendor also expressly agrees that no additional compensation will be paid for transportation services to and from Mary E. Phillips High School and that additional compensation will be provided for transportation to and from WCPSS evening programs only in accordance with Section III.A.(3).(b) of this Agreement.
- (4) SPECIAL SERVICE HOURS. While the majority of transportation services will generally be needed between 5:00 a.m. and 7:00 p.m., or as such hours may be adjusted due to changes in the start and end times for individual schools, the parties recognize that emergency trips, inclement weather, traffic conditions, or other unforeseen events or conditions may occasionally necessitate transportation of students outside this time frame, and Vendor agrees to transport students under such circumstances as needed without additional compensation. In addition, if program hours are adjusted by WCPSS, Vendor shall provide transportation to accommodate the adjusted schedule.
- (5) ACCEPTANCE OF STUDENTS. Vendor shall provide services for all routes and students assigned to it by WCPSS in accordance with the terms of this Agreement. Vendor shall not refuse any individual student(s) assigned to it, and the refusal to transport any individual student(s) shall be cause for termination of this Agreement, without limitation to any other remedies available to WCPSS. Vendor expressly recognizes that some students requiring special transportation services are behaviorally or emotionally challenged and that others may have medical conditions requiring close attention to their needs. Vendor shall ensure that its drivers are appropriately trained to accommodate student disabilities in the manner required by their IEPs or other WCPSS-approved disability accommodations and prepared for the challenges of transporting special needs students. Vendor shall ensure that that all students and their parent/guardians shall be treated at all times with dignity and respect.



- (6) VENDOR CONTACTS FOR PARENTS, DRIVERS, AND WCPSS. Vendor shall designate a single contact person to be primarily responsible for communication between Vendor and WCPSS. Vendor shall provide a dispatcher, who shall work at a base station during hours of service, as defined in subsections III.B.(3) and III.B.(4) and shall be primarily responsible for communication with drivers. Vendor shall designate office staff to be available to receive parent and WCPSS phone calls at a designated office phone number until all students are successfully delivered at the end of day and all vehicles are parked. To address the possibility that the designated office staff may not be able to answer an incoming call because phone lines are busy, Vendor's office phone system must have an activated voice mail system. Vendor shall check messages frequently and respond promptly throughout the day. Vendor shall also provide designated WCPSS officials with a twenty-four (24) hour emergency number where supervisory staff of Vendor may be contacted by WCPSS as needed. Vendor is responsible for responding promptly to all questions and concerns received in its Cherwell account and all other inquiries and communications from WCPSS.
- (7) OPERATING EXPENSES. Vendor shall be solely responsible for all operating expenses for any vehicles used to provide services pursuant to this Agreement, including any required maintenance, insurance, and costs related to the acquisition of fuel, oil, and all other essential items for the operation of its vehicles.
- (8) COMMUNICATIONS EQUIPMENT. Vendor shall equip all vehicles used for the transportation of WCPSS students with an operable mobile phone. Vendor shall furnish the Transportation Department with a list of the mobile phone numbers assigned to each vehicle or driver for purposes of emergency communications and shall keep that list updated at all times. Vendor will be responsible for all expenses related to the mobile phone. The use of a mobile phone by a driver of Vendor while the vehicle is in motion is strictly prohibited and constitutes a misdemeanor under G.S. 20-137.4, except for the sole purpose of an "emergency communication" as defined in that statute. Drivers shall not operate electronic devices of any kind while driving with students on board.
- (9) CAMERA EQUIPMENT. Vendor shall equip all vehicles used for the transportation of WCPSS students with operable cameras at Vendor's sole expense. Other Vehicles shall be equipped with a minimum of two (2) cameras that provide a clear view of all students and the driver, as well as a view showing the driver's vantage of the road ahead. Lift Buses shall have a minimum of three (3) cameras that provide a clear view of all students and the driver, as well as a view showing the showing the driver's vantage of the road ahead. Non lift buses shall have a minimum of four (4) cameras that provide a clear view of all students and the driver, as well as a view showing the showing the driver's vantage of the road ahead. All such video footage shall be archived for at least thirty (30) days and made available to WCPSS upon request.
- (10) GLOBAL POSITIONING SYSTEM (GPS). WCPSS shall provide GPS hardware, software, installation, and monthly maintenance fees for each of Vendor's vehicle providing services under this Agreement. Vendor shall immediately notify WCPSS in writing (by email or otherwise) if any such GPS system becomes inoperable on any vehicle. WCPSS shall either instruct Vendor to perform light repairs at Vendor's expense as directed by a WCPSS technician or shall instruct Vendor to return the unit to WCPSS for repair or replacement. WCPSS shall repair or replace any such inoperable unit (including units that remain inoperable after Vendor has performed light repairs at the direction of a WCPSS technician) at WCPSS's sole expense, except that WCPSS may deduct the actual cost of repair or replacement from Vendor's regular monthly payment if the loss or damage is due to the negligence or intentional misconduct of Vendor or its driver(s) or employee(s). Vendor shall provide necessary office equipment (personal computer and internet service) to monitor Vendor vehicle locations using GPS software provided by WCPSS. Vendor will monitor this system daily to ensure route compliance by its drivers. Unless Vendor has provided the required written notice to WCPSS that any particular GPS unit has become inoperable and WCPSS has failed to repair or replace the GPS unit since receiving such notice, WCPSS may assess liquated damages of two hundred fifty dollars (\$250) per vehicle per day for each vehicle operated without a functioning GPS unit. The parties acknowledge that GPS tracking of vehicles in service is vital for purposes for confirming the location of vehicles and students and validating Vendor compliance with routing instructions, among other reasons. In the event Vendor needs to use a substitute vehicle for any particular route (i.e., a vehicle that is not already associated with that route in the WCPSS GPS system), Vendor shall enter the vehicle information directly into the GPS system through the interface provided by WCPSS prior to putting the substitute vehicle into service. Failure to properly activate the GPS system and ensure that each

vehicle is tied to the correct vehicle route assignment in the GPS system is a material breach of this Agreement. WCPSS may assess liquidated damages in the amount of one hundred dollars (\$100) per day for every day that a vehicle is used in violation of the requirements of this subsection.

- (11) COMPLIANCE WITH LEGAL REQUIREMENTS. Vendor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the services called for in the specifications of this Agreement. In particular, Vendor makes the following representation and certifications:
- (a) Vendor understands and agrees that use of a mobile phone by a driver of Vendor while the vehicle is in motion is strictly prohibited and constitutes a misdemeanor under G.S. 20-137.4, except for the sole purpose of an “emergency communication” as defined in that statute.
  - (b) Vendor certifies that it shall provide all services under this Agreement in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. and all federal regulations which provide that no beneficiary or recipient of the services provided by this Agreement shall be discriminated against on the basis of race, color, creed, national origin, age, ethnicity, or sex.
  - (c) Pursuant to N.C. Gen. Stat. § 143-133.3, Vendor certifies that (1) it is aware of North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes), requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and (2) to the extent it is applicable, Vendor and its subcontractors will remain in compliance with Article 2 of Chapter 64 at all times during the term of this Agreement.
  - (d) Pursuant to N.C. Gen. Stat. § 147-86.58, Vendor certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the North Carolina State Treasurer based on Vendor investments or business dealings with the government of Iran.
  - (e) Pursuant to N.C. Gen. Stat. § 147-86.81, Vendor certifies that, as of the date of this Agreement, it has not been designated by the North Carolina State Treasurer as a company engaged in a boycott of Israel.
- (12) NO UNAUTHORIZED RIDERS. While any vehicle is being used to transport students, it shall be used only for the transportation of students, monitors, or other individuals specifically assigned to that vehicle by WCPSS. No other persons shall be permitted to ride in vehicles with students without the prior written consent of WCPSS.
- (13) NO UNAUTHORIZED STOPS. Students shall be picked up and dropped off at the locations designated by WCPSS. Safety monitors shall be picked up and dropped off at the WCPSS Transportation Department offices at 1551 Rock Quarry Road in Raleigh, North Carolina or other location designated by WCPSS. Drivers shall not run any personal errands or make any unauthorized stops while students or WCPSS staff are being transported (e.g., shopping centers, drugstores, restaurants, etc.). Vehicles will be gassed up in advance and able to complete their routes without stopping for gas.
- (14) INSURANCE. Vendor shall purchase and maintain insurance as specified below. Failure to furnish and maintain such insurance shall constitute default and serve as grounds for immediate termination of this agreement by the WCPSS. An occurrence form of policy will be required, and the certificate of insurance submitted by Vendor must be personally signed by a resident licensed agent of each of the companies listed on that form. The General Liability and Automobile Insurance policies described below may be provided through an Umbrella Policy.
- (a) Worker’s Compensation Insurance. Vendor shall maintain during the term of this Agreement all such worker’s compensation insurance as is or may be required by the laws of North Carolina.
  - (b) Liability Insurance. Vendor shall maintain liability insurance covering its liability for bodily injury and property damage which may arise from its operations, contractual obligations, products and completed

operations, as well as operations performed by independent contractors, in not less than the following amounts.

- (i) A Commercial General Liability Policy with limits of not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) aggregate providing coverage for bodily injury, death, and/or property damage.
- (ii) A Sexual Abuse, Molestation, or Misconduct Policy with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- (iii) A Personal & Advertising Injury policy with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- (iv) A Products/Completed Operations Policy with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

(c) Automobile Liability Insurance. Vendor shall maintain automobile liability insurance covering any liability for bodily injury and property damage which may arise from its operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:

- (i) A Commercial Automobile Liability Policy with limits of not less than two million dollars (\$2,000,000).
- (ii) An Uninsured and Underinsured Motorist Insurance Policy with limits of not less than one million dollars (\$1,000,000) per occurrence.

(d) Certificate of Insurance. Vendor shall furnish WCPSS one or more certificate(s) of insurance reflecting that all of the required workers' compensation, liability insurance, and automobile liability insurance policies are carried by Vendor. The certificate of insurance must state that it is issued to or at the request of WCPSS. All insurance vendors shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commissioner of Insurance of North Carolina.

(e) Additional Insured; Notice of Cancellation. Each insurance policy required by this Agreement shall include an endorsement naming the Wake County Board of Education as an additional insured. In addition, Vendor or Vendor's insurer shall provide at least thirty (30) days' written notice prior to the cancellation of any policy required by this Agreement by certified mail addressed to WCPSS Transportation Department, 1551 Rock Quarry Road, Raleigh, North Carolina, 27610.

(f) Rejection of Insurance. WCPSS reserves the right to reject any Carrier of Insurance shown in the certificate of insurance by Vendor on the grounds of poor claim service or financial responsibility.

(15) ON-TIME DELIVERY OF STUDENTS. Vendor shall be responsible for ensuring the safe and on-time delivery of students at each pick-up and drop-off location designated by WCPSS in accordance with the routes assigned by WCPSS. On-time pick-up and delivery is defined as delivery of students to the assigned school or off-site program no more than ten (10) minutes before and no more than ten (10) minutes after the time designated in the routing information provided to Vendor by WCPSS. If Vendor has a reason it believes relieves it of liability for any late pick-up or drop-off, it must notify the designated representative of WCPSS in writing within twenty-four (24) hours of the late arrival, or Vendor's explanation will not be considered. Any such requests shall be fairly considered in light of routing information, GPS data, any information provided by Vendor, and any additional information deemed relevant by WCPSS. Untimely pick-ups or drop-offs will be excused if WCPSS concludes that Vendor and its driver correctly implemented the route as assigned by WCPSS and the untimely pick-up or drop-off is attributable solely to factors outside Vendor's control, such as routing errors, road closures, or other exigent circumstances. If Vendor accumulates two (2) unexcused late drop-offs or pick-ups for the same school during the same calendar month, WCPSS shall notify Vendor, and Vendor shall

immediately take all reasonable steps to eliminate the problem. After Vendor receives notice pursuant to this Section, WCPSS may deduct one hundred dollars (\$100) as liquidated damages from Vendor's next monthly payment for each additional late arrival to the same school during the same calendar month, unless such late arrivals are deemed excused by WCPSS. If Vendor accumulates excessive late and unexcused arrivals after receiving notice pursuant to this Section, WCPSS may terminate this Agreement for cause as provided herein, without limitation to any other remedies available to WCPSS.

- (16) BUSINESS RECORDS. Vendor shall keep and maintain adequate and proper business records of all services provided under this Agreement.
- (a) Inspection of Records. All books and records, including those concerning vehicle maintenance, maintained by Vendor pertaining to this Agreement will be made available to WCPSS or its agents for the purpose of inspection, copying, or audit during normal business hours upon reasonable notice.
- (b) Reporting Record. Vendor shall maintain an accurate reporting record with daily and monthly reports due on forms provided by WCPSS.
- (17) DRIVER ROTATION OR REASSIGNMENT. In recognition of the special needs of the students being transported, Vendor shall make its best efforts to limit the rotation or re-assignment of drivers on routes. Vendor shall ensure that all substitute or replacement drivers are properly trained and informed regarding route assignments and the special transportation needs of each student to be transported and have been approved by WCPSS to provide services pursuant to this Agreement. When possible, Vendor shall notify in advance the parents or guardians of the students transported and the designated official at the schools they attend of any substitutions of drivers.
- (18) TRAINING AND SUPERVISION OF DRIVERS. Vendor shall provide good, quality, and reliable service and shall utilize properly trained and supervised employees. Vendor will assume all costs associated with training of employees. Before transporting any students pursuant to this Agreement, all drivers shall attend training programs provided by private vendors deemed acceptable by WCPSS to teach drivers how to deal with the special needs of students and other transportation safety issues. The training programs required of all drivers and a list of approved vendors for each required training program is attached hereto as Exhibit A. Other training programs or vendors will not be accepted without the express prior written consent of WCPSS. If mutually agreeable to the parties, Vendor's drivers may attend some or all of the required training programs along with WCPSS drivers at dates and locations arranged by WCPSS. Wherever and whenever such training is provided, Vendor shall be solely responsible for paying any wages to the drivers for their attendance, as well as any fees charged by the agencies providing these training programs for Vendor's drivers' attendance. If Vendor's drivers attend training programs that are arranged and paid for by WCPSS, then Vendor shall reimburse WCPSS for a pro rata portion of any fees charged by these agencies to WCPSS, based on the number of Vendor's drivers and the total number of persons in attendance. In addition, drivers serving individual students may be required to attend more specialized training sessions to deal with individual student needs as may be necessary. Vendor shall also ensure that drivers transporting students in wheelchairs are properly trained to meet applicable NHTSA safety standards relating to transportation of passengers in wheelchairs. Vendor shall provide WCPSS with documentation demonstrating that each of its drivers has completed the required training programs and shall maintain copies of any training materials and related documents in its place of business throughout the term of this Agreement.
- (19) NO UNAUTHORIZED VEHICLES. No students shall be transported in vehicles not properly identified to WCPSS and for which timely initial and monthly inspection reports have not been provided without the advance written consent of WCPSS.
- (20) SAFETY RESTRAINTS AND EQUIPMENT. Vendor shall provide at its sole expense all required safety restraints and safety equipment, including but not limited to car seats and harnesses, belt positioning booster seats, and EZ-On safety vests. All occupant safety restraints must meet NHTSA safety standards, as well as other applicable federal and state motor vehicle safety standards. All safety equipment, including but not limited to booster seats, must be checked at least yearly to ensure that it has not expired or been recalled. All safety

equipment that has expired or been recalled must be replaced immediately at Vendor's sole expense. In the event of an accident, Vendor shall review applicable NHTSA rules and regulations, state passenger restraint laws, and manufacturer recommendations to determine if safety equipment should be replaced. *Students may not be transported without all safety equipment required by their IEPs or 504 plans as well as all safety equipment required by applicable state or federal law or regulations, including but not limited to NHTSA safety standards.*

- (a) Additional Safety Equipment. Vendor shall provide, at its sole expense, the following safety items in each vehicle in case of an emergency: First Aid Kit – Grade A, stocked with the following items: 4” bandage compresses, 2” bandage compresses, 1” adhesive compresses, 40” triangular with two (2) safety pins and plastic gloves. Fire Extinguisher – two and one-half pound (2-1/2) dry chemical stored pressure type with pressure gauge meeting UL, ICC and US Coast Guard requirements, all metal discharge head and valve (no plastic valves), and metal safety pin. The tamper proof seal must be in place, and the extinguisher must be fully operable. Fire extinguishers must have an external maintenance examination conducted yearly by a certified agency, and a fire extinguisher maintenance tag indicating the maintenance month, year, and name of the agency that performed the certification work must be securely attached. Fire Blanket, Belt Cutter, and Blood Borne Pathogen Kit and Body Fluid Kit containing the following: eight (8) pair of gloves (non-latex), four (4) biohazard labels, , one (1) cake icing gel, one (1) CPR face mask (only if employee is certified in CPR), one (1) sharps container, and one (1) antimicrobial hand wipe container.

(21) PROCEDURES FOR LOADING STUDENTS INTO VEHICLES. Vendor shall use the following procedures when loading students into vehicles:

- (a) Students with IEPs or Section 504 plans shall be picked up, seated, and dropped off in strict compliance with any provisions in their IEPs or Section 504 plans.
- (b) Students shall not be allowed to unbuckle seatbelts/car seats until they are exiting the vehicle.
- (c) Students shall not be left unattended in vehicles at any time.
- (d) Students shall be left in care of a responsible adult both at home and at school sites. If an adult is not available to receive a student at home, Vendor shall immediately attempt to contact the parents/guardians to determine if they or a responsible adult are home to receive the student. If Vendor is unable to reach the parent/guardian, and/or the responsible adult is not available, Vendor shall contact the designated School Administrator to arrange for the student to be returned to the school. If an adult is not available to receive a student at a school drop-off, Vendor shall contact the designated School Administrator and wait until a staff member arrives to meet the student. Under no circumstances will Vendor leave any student at any drop-off site before the driver has confirmed that the student is being turned over to the custody of a responsible adult.
- (e) Students with a tendency to remove shoulder harnesses or lean forward in the seat shall be restricted to the back seat of two-row vehicles or the middle row of three-row vehicles when possible.
- (f) Students may be seated in the front seat of a vehicle, or in the back row of a three-row vehicle, *only* if doing so is consistent with the vehicle's owner's manual, the safety and instructions manual associated with any type of car seat or vehicle restraint used, and all applicable state and federal laws and regulations, including but not limited to NHTSA safety standards.
- (g) Drivers will get out of their vehicles at every stop to assist students in and out of the appropriate child safety restraints and to confirm that students are properly secured in seat belts or safety harnesses before putting the vehicle into motion. Drivers will also get out of their vehicles to assist the safe exiting of passengers at their home drop off locations. Drivers should not carry students up and down bus steps.

- (22) REVIEW OF PROCEDURES AND NHTSA SAFETY RECOMMENDATIONS. Vendor shall provide each of its drivers with a copy of the procedures described above and shall provide WCPSS with certification that each of its drivers received a copy of said procedures prior to allowing the driver to transport any WCPSS students. Vendor shall periodically, and at least two (2) times each school year, review the above procedures and the safety reasons supporting them with the drivers. Vendor shall routinely monitor all recommendations from the NHTSA for the use of passenger side air bags where individuals under eighteen (18) years old are in the passenger seat and immediately alert WCPSS of any changes that in any way conflict with the procedures established above.
- (23) RESOLUTION OF PARENT DISPUTES. Vendor shall be responsible for resolving problems and disputes with parents concerning the transportation of students. Vendor shall use its best efforts to resolve all disputes between students or their parents and Vendor. Vendor shall promptly communicate with WCPSS (via Cherwell or such other means as may be designated by WCPSS) regarding any problems or disputes and the resolution of the same. In the event WCPSS determines that it is spending an excessive amount of time addressing parent concerns and disputes, it shall notify Vendor of such concerns in writing. Vendor shall immediately take steps to reduce the amount of time WCPSS spends addressing parent problems and disputes. If Vendor does not promptly take steps which reduce WCPSS time to an acceptable level, WCPSS may terminate this Agreement. In addition, if WCPSS receives four (4) calls regarding any single student, driver or situation during any given school year, WCPSS may deduct one hundred dollars (\$100) from Vendor's next monthly payment in liquidated damages, as well as one hundred dollars (\$100) for each additional call regarding the same student, driver, or situation, unless WCPSS determines that Vendor has taken all reasonable steps necessary to resolve the situation. If Vendor believes that any problems or disputes with parents regarding the transportation of students are the fault or responsibility of WCPSS, Vendor shall notify WCPSS via Cherwell, or other means as directed by WCPSS, of its concerns. Under no circumstances shall Vendor disparage WCPSS or its agents, employees, or students in any of its conversations or interactions with students or parents. Vendor shall promptly review all Cherwell tickets submitted by WCPSS regarding parent and school concerns. Vendors shall designate specific office staff to address such concerns daily.
- (24) DRIVERS AND OTHER VENDOR EMPLOYEES. Vendor shall supply drivers for all of the vehicles required pursuant to this Agreement. Vendor shall also employ at all times during the term of this Agreement all of the supervisors, customer service representatives and other employees required to perform its obligations under this Agreement.

### **C. DRIVERS**

- (1) GENERAL REQUIREMENTS FOR DRIVERS. Drivers who transport WCPSS students will be hired and supervised by Vendor, and Vendor shall be responsible for ensuring that drivers are aware of and comply with all applicable provisions in this Agreement. All drivers for Vendor shall possess valid North Carolina Driver's Licenses, as well as good driving records and good driving habits. Drivers are subject to all rules, regulations, and laws specific to motor vehicle drivers and must comply with them. Each driver shall be neat, clean, orderly, and wear work-appropriate, professional clothing and/or the uniform provided by Vendor and approved by WCPSS at all times while providing services pursuant to this Agreement. Drivers shall not use profanity or engage in any loud, boisterous, or disruptive behavior at any time while providing services pursuant to this Agreement. Drivers shall not allow music to be played in the vehicle while transporting students.
- (2) SPECIFIC REQUIREMENTS FOR DRIVERS. Vendor will directly hire and pay drivers to transport WCPSS students pursuant to this Agreement, provided that no driver will be authorized to transport WCPSS students without WCPSS's express approval. Drivers shall not eat or drink in contract vehicles while transporting students. Vehicles that will be used to transport students shall remain smoke-free at all times, both in and out of service.
- (3) REFERENCE CHECKS. Vendor must obtain at least three (3) reference checks for all driver applicants. Such reference checks shall be written or reduced to writing and shall be kept on file throughout the term of the driver's employment. Vendor shall submit written certification that it has conducted these reference checks before any driver commences providing services under this Agreement. Vendor shall make copies of any such

reference checks available to WCPSS upon request. All drivers must be approved in writing by WCPSS prior to being allowed to transport any WCPSS students.

- (4) INFORMATION ABOUT DRIVERS. No later than ten (10) days prior to the commencement of services, Vendor must furnish a list of drivers and substitutes who will be transporting students together with their driver's license numbers, dates of birth, and current home address. In addition, Vendor shall furnish for each such driver a Driver's License Record Check and a statement, signed by both the driver and an official representative of Vendor verifying that the driver has no criminal record or a statement describing in detail any past criminal convictions. Vendor shall submit this same information for any new driver hired by Vendor at least ten (10) days before that driver is scheduled to provide services under this Agreement and shall await confirmation from WCPSS that the driver has been approved before assigning the driver to any route. WCPSS reserves the right to reject any driver, including a previously approved driver, at any time for any reason it deems necessary or appropriate. If any driver is charged with criminal offenses or traffic violations during the term of this Agreement or engages in any activity adversely reflecting on his or her ability or competence to transport students, Vendor shall immediately notify the WCPSS Contract Transportation Supervisor by telephone and shall follow up in writing within twenty-four (24) hours of receiving notice of the charge or activity.
- (5) ID BADGES. Vendor shall provide ID badges for all drivers. The badges must be worn at all times while transporting students to and from school. Badges shall include, at a minimum, the driver's name, photograph, and Vendor's corporate name. Vendor must provide WCPSS with a list of any new drivers who are hired during the contract period.
- (6) ACKNOWLEDGEMENT BY DRIVER. Before any driver begins transporting students, Vendor shall provide the driver with a copy of the relevant portions of this Agreement and shall ensure that the driver has received the relevant portions of this Agreement, has read, or has had explained their provisions, and understands their terms and conditions.
- (7) DRIVER CODE OF CONDUCT. Before any driver begins transporting students, Vendor shall provide the driver with a copy of the Driver Code of Conduct attached to this Agreement as Exhibit D. No driver shall be allowed to transport students pursuant to this Agreement until he or she has signed, initialed, and dated the Driver Code of Conduct, which shall indicate his or her agreement to its terms. Vendor shall provide a signed copy of any such Driver Code of Conduct to WCPSS upon request. To the extent there may be any irreconcilable conflict between the Driver Code of Conduct and this Agreement, the terms of this Agreement shall control. Drivers will not talk about students' disabilities, home situations, or other personal information except as required to discharge their job duties. Drivers will not argue with students, parents, teachers, or administrators, but will report any concerns to their supervisor. Drivers will not punish or threaten to punish students, but will report any discipline concerns to their supervisor. Drivers will not give food or drinks to students except as specifically directed by authorized WCPSS personnel. Drivers will not run personal errands of any kind while students or monitors are on board.
- (8) PHYSICAL EXAMINATION. Before any driver begins transporting students during the time period covered by this contract, Vendor at its expense shall arrange for a physical examination of each driver. WCPSS shall provide a form for this purpose to be completed by a medical doctor (Exhibit B). Vendor shall provide a signed copy of the completed form to WCPSS prior to the driver's commencement of services. No driver shall be permitted to transport students who, in the opinion of Vendor or WCPSS, have a medical condition which could affect his or her ability to safely or efficiently transport students or who is unable to lift forty (40) pounds. This provision does not relieve Vendor from any of its other responsibilities as set out in this Agreement, including its duty to provide reliable, responsible, and healthy drivers.
- (9) DRUG AND ALCOHOL TESTING.
  - (a) Pre-Service. Before any driver begins transporting students during the time period covered by this contract, Vendor shall, at its sole expense, arrange for a comprehensive drug and alcohol assessment of the driver. The result of this drug and alcohol assessment shall be transmitted via email from Vendor to the appropriate WCPSS staff at least ten (10) days prior to the first day the driver transports students

under this Agreement and shall await confirmation from WCPSS that the driver has been approved before assigning the driver to any route.

- (b) Post-Accident. Following an accident involving a driver performing services pursuant to this Agreement, WCPSS may require that driver to undergo, at Vendor's sole expense, a drug and alcohol assessment within twenty-four (24) hours' notice at a laboratory of WCPSS's choice. The result of this drug and alcohol assessment shall be transmitted via email from Vendor to the appropriate WCPSS staff.
  - (c) Reasonable Suspicion. At any time during the term of this Agreement, WCPSS may require any driver performing services under this Agreement to undergo, at Vendor's sole expense, a drug and/or alcohol assessment at a laboratory of WCPSS's choice, based on WCPSS's or Vendor's reasonable suspicion that the driver may have performed services under the influence of drugs or alcohol. The result of this drug and alcohol assessment shall be transmitted via email from Vendor to the appropriate WCPSS staff.
  - (d) Random. At any time during this Agreement, WCPSS may direct Vendor to require some number of its drivers to submit, at WCPSS's sole expense, to random drug and/or alcohol assessments at a laboratory of WCPSS's choice. Any such random drug or alcohol assessments shall be governed by the same general procedures that apply to yellow school bus drivers employed directly by WCPSS.
  - (e) Approved Laboratories. Any and all drug or alcohol assessments conducted pursuant to this Agreement shall be conducted by a laboratory certified by the National Institute on Drug Abuse. Random drug test results shall be transmitted directly from the laboratory to the designated representative of WCPSS.
  - (f) Temporary and Permanent Suspension of Drivers. No driver required to undergo a pre-service, post-accident, or reasonable-suspicion drug or alcohol assessment under this Section shall be permitted to resume transporting students until the assessment results have been received by WCPSS and WCPSS has notified Vendor in writing that the driver may resume transporting students. No person shall be permitted to transport students whose assessment indicates illegal drug use or excessive use of alcohol or prescription or non-prescription drugs (a "positive result").
  - (g) Mandatory Testing of Commercial Drivers. In addition to the requirements imposed by this Section, Vendor shall be solely responsible for ensuring that it is in compliance at all times with all applicable state and federal laws and regulations regarding mandatory drug testing of commercial drivers.
  - (h) Penalties for Breach. Violation of this provision may result in the immediate termination of this Agreement and the permanent suspension of Vendor from providing contract transportation for WCPSS. This provision does not relieve Vendor from any of its other responsibilities as set out in this Agreement, including its duty to provide reliable and responsible drivers.
- (10) LUNSFORD ACT / CRIMINAL BACKGROUND CHECKS. Vendor shall conduct sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Vendor shall provide certification on a Sexual Offender Registry Check Certification Form provided by WCPSS that the registry checks were conducted on each of its contractual personnel providing services under this Agreement prior to the commencement of such services. Vendor shall conduct a current initial check of the registries (a check done more than thirty (30) days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to provide services pursuant to this Agreement. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Vendor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual



personnel and agrees to provide such records and documents to the school system upon request. Vendor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, WCPSS may conduct additional criminal records checks at WCPSS's expense. If WCPSS exercises this right to conduct additional criminal records checks, Vendor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten (10) years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

- (11) ADDITIONAL BACKGROUND CHECKS FOR DRIVERS OF PRE-K STUDENTS. Per state requirements, all drivers who transport pre-kindergarten students to and from any approved pre-kindergarten program must submit to additional criminal background checks and be fingerprinted for reporting to the Division of Child Development and Early Education (DCDEE). WCPSS shall notify Vendor at the time any student is assigned to it whether the student is a pre-kindergarten student subject to these additional requirements. Vendor shall be responsible for ensuring that any drivers assigned to transport any pre-kindergarten students have completed the DCDEE background check and fingerprinting process and that any previous clearance has not expired. Vendor shall be solely responsible for the costs associated with these procedures.
- D. ADDITIONAL SERVICES.** If requested to perform additional services by a duly authorized representative of WCPSS, Vendor may enter into a separate agreement or separate agreements for the transportation of students to other special events. The services to be performed and compensation to be paid for such separate services shall be identified in the written agreement(s) between Vendor and the duly authorized representative of WCPSS regarding those additional services, and any invoices or billing inquiries shall be presented directly to WCPSS representative who executes the separate agreement. The parties expressly agree that all the terms and conditions of this Agreement shall be incorporated by reference into any such separate agreement or agreements, except for the terms and conditions in this Agreement pertaining to routing and compensation, except to the extent that the separate agreement or agreements expressly declares that the terms or conditions of this Agreement have been superseded. Vendor shall not enter into any such separate agreements that might interfere with its ability to perform the services described in this Agreement.
- E. INDEMNIFICATION.** Vendor agrees to fully indemnify and hold harmless the Wake County Board of Education, its individual board members, and its agents and employees from any and all claims, losses, or liability whatsoever arising from or out of the acts, omissions, and conduct of Vendor and its drivers, employees, and agents.
- F. ASSIGNMENT AND SUBCONTRACTS.** Vendor may not enter into any agreement, arrangement, or informal understanding with any other person, organization, or company for the performance of any of its obligations under this Agreement, including any agreements to provide one or more vehicles or drivers, without the prior written permission from WCPSS. All subcontractors approved by WCPSS in writing and providing any transportation of students shall receive a copy of all portions of this Agreement deemed relevant by WCPSS and shall be required to provide services in full compliance with all terms and requirements of this Agreement. As between Vendor and WCPSS, Vendor shall remain solely responsible for ensuring that all services provided by or on behalf of Vendor are fully compliant with all terms and conditions of this Agreement. The existence of a subcontracting relationship and the acts or omissions of a subcontractor shall not relieve Vendor of any of its obligations under this Agreement.
- G. TERM.** The term of the Agreement shall commence on July 1, 2024, and shall continue through June 30, 2029, both dates inclusive, unless terminated earlier as herein provided. With the written consent of Vendor, the Superintendent of WCPSS may renew this Agreement for an additional term of between one (1) and five (5)

years by providing written notice of renewal to Vendor on or before January 1, 2029 and January 1 of each subsequent contract year.

- H. TERMINATION.** Vendor may terminate this Agreement for cause after first providing WCPSS with ninety (90) days' written notice and an opportunity to cure any material breach of this Agreement. WCPSS may terminate this agreement for cause after first providing Vendor with thirty (30) days' written notice and an opportunity to cure any material breach of this Agreement. WCPSS may terminate this Agreement with thirty (30) days written notice based on a change in federal or State law, guidelines or regulations or NHTSA recommendations or regulations regarding the transportation of students in automobiles that renders this Agreement unlawful or impracticable. The obligations of the Agreement shall continue in effect through any period of written notice of termination given by either party to the other or until a date mutually agreed upon in writing by the parties. This provision does not limit the rights of WCPSS to terminate or seek other remedies as provided elsewhere in this Agreement. Section III.E of this Agreement shall survive, and in no way be affected by, any termination of this Agreement.
- I. MODIFICATIONS.** This Agreement with the Exhibits attached hereto contains the entire agreement between the parties and supersedes all previous and contemporaneous agreements and proposals, oral or written, between the parties related to the subject matter hereof. Any modification or amendments to this Agreement shall be in writing and shall be made a part hereof only when signed by both parties.
- J. VOLUNTARINESS; WARRANTY OF CAPACITY AND AUTHORITY.** Each party represents and warrants that it is entering this Agreement freely, voluntarily, and of its own accord with full understanding of its terms and conditions and having consulted, or had the opportunity consult, with its respective attorneys, accountants, and business advisors. The persons executing this Agreement upon behalf of each party represent and warrant that they are legally capable of executing this Agreement, not under any legal disability, and fully authorized to enter this Agreement as a binding act and obligation of the relevant party.
- K. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.
- L. HEADINGS.** Any and all headings and subheadings in this Agreement are for ease of reference only and shall not be given any weight in interpreting the meaning of the terms or conditions of this Agreement.

*-- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK --*  
*-- SIGNATURE PAGE AND EXHIBITS FOLLOW --*

**IN WITNESS WHEREOF**, the Wake County Board of Education has caused this Agreement to be signed in its name by its Chairman, attested by its secretary and sealed with its corporate seal, and Vendor has caused this Agreement to be signed by its President, attested by its secretary and sealed with its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**[FULL CORPORATE NAME OF VENDOR]**

\_\_\_\_\_ (do not sign – not valid, information only) \_\_\_\_\_  
[INSERT PRESIDENT’S NAME], President

[Corporate Seal]

ATTEST:

\_\_\_\_\_ (do not sign – not valid, information only) \_\_\_\_\_  
[INSERT COPROPRATE SECRETARY’S NAME], Corporate Secretary

**WAKE COUNTY BOARD OF EDUCATION**

\_\_\_\_\_ do not sign – not valid, information  
only \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_ do not sign, not valid – information only \_\_\_\_\_  
Robert P. Taylor, Superintendent

This instrument has been pre audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of finance officer)

## **EXHIBIT A**

### **DRIVER TRAINING PROGRAMS**

These forms may change from time to time by WCPSS throughout the term of this Agreement. WCPSS may also require the Vendor and/or Driver to complete additional forms consistent with the terms of this Agreement.

1. CONTRACTOR DRIVER TRAINING PROGRAM
2. WCPSS Policy Code 1720-4015-7225 Discrimination Harassment and Bullying Complaint Process
3. WCPSS Policy Code 4040-7310 Staff-Student Relations
4. WCPSS Policy Code 1710-4021-7230 Prohibition Against Discrimination Harassment and Bullying

## **EXHIBIT B**

### **PHYSICAL EXAMINATION FORM FOR DRIVER**

These forms may change from time to time by WCPSS throughout the term of this Agreement. WCPSS may also require the Vendor and/or Driver to complete additional forms consistent with the terms of this Agreement.

## **EXHIBIT C**

### **OTHER FORMS AND DOCUMENTS**

These forms may change from time to time by WCPSS throughout the term of this Agreement. WCPSS may also require the Vendor and/or Driver to complete additional forms consistent with the terms of this Agreement.

1. CONSENT FORM FOR THE RELEASE OF MEDICAL TESTING INFORMATION
2. CONTRACT TRANSPORTATION CRIMINAL CHARGES REPORTING ACKNOWLEDGEMENT FORM
3. SEXUAL OFFENDER REGISTRY CHECK CERTIFICATION FORM
4. WCPSS Door knocker

**EXHIBIT D  
DRIVER CODE OF CONDUCT**

These forms may change from time to time by WCPSS throughout the term of this Agreement. WCPSS may also require the Vendor and/or Driver to complete additional forms consistent with the terms of this Agreement.