



**Johnston County Public Schools
Purchasing Department
2320 US HWY 70 Business East
Smithfield, NC 27577**

**Contract Transportations Services
for a Five-Year (5) Contract
from July 2025- June 2030**

**REQUEST FOR PROPOSAL
RFP NO. 200-JCPSGB-02102025-CR**

(1/06/25)

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Important Dates and Information

- **Request for Proposal Posted:** January 6, 2025
- **Questions Due By:** January 21, 2025
- **Pre-Bid Meeting:** January 27, 2025 at 1:00pm
- **Bid Proposals Due:** by 1:00pm on February 10, 2025
- **Award Notice shared before March 10th**
- **Presented to the Board on March 10th**

**Historically Underutilized Businesses are encouraged to bid.*

Invitation to Submit

Johnston County Public Schools (JCPS) plans to contract with one (1) or more transportation services carriers to provide student transportation to and from school facilities for a 5-Year contract; July 1, 2025 - June 30, 2030. JCPS is seeking carriers whose combination of experience and personnel will provide timely, cost-effective and quality professional services.

Areas of expertise should include transporting homeless youth and children eligible for school transportation under the McKinney-Vento Education of Homeless Children and Youth Assistance Act, students with disabilities, and/or any other JCPS students, as requested by JCPS, on an as-needed basis. Carriers must be familiar with transporting students and must be familiar with applicable state and federal laws and school board policies and regulations related to student interactions and transportation of students. Services provided by the selected carriers may include, but are not limited to, determining the best route from student address to school location; implementing proper techniques of loading/unloading passengers, including students with physical disabilities; and scheduling prompt service within a set time.

Evaluation Criteria for Contract Transportation Services

Proposals will be evaluated on the ability to meet requirements of this Request for Proposals (RFP). Qualified proposals will be evaluated according to RFP pricing (75%), experience and professional reputation (25%). Awards will be based on **Best Value and Quality of Service**.

Submittal Requirements

If your carrier would like to be considered for providing transportation services for JCPS, please submit one (1) copy of your Proposal Package to:

Johnston County Public Schools
Purchasing Department
RFP No. 200-JCPSGB-02102025-CR
Simpson's Building
2320 US HWY 70 Business East
Smithfield, NC 27577

Each carrier is solely responsible for the timely delivery of its Bid Package. All bids must be **SEALED** and received by **1:00 PM on Monday, February 10, 2025 at the JCPS Simpson's Building located at 2320 US HWY 70 Business East Smithfield, NC 27577, RFP No. 200-JCPSGB-02102025-CR** Attn: Cynthia Rivera. Carriers accept all risks of late delivery of bid packages regardless of fault.

NOTE: RFP No. 200-JCPSGB-02102025-CR and Carrier name, must be present and visible and clearly labeled on the outer shipping package/container/envelope otherwise the bid will be rejected. Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Request for Proposals will not be accepted. **Late Bids will not be accepted.**

***** USPS mail is automatically routed to our PO Box which creates issues for large packages, please do NOT use this method to send proposals.*****

The Bid Package should consist of a Letter of Interest and the two tabbed sections described below. Due to demands on the time of the Selection Committee members, please limit your submittal to 25 pages, 8.5" x 11" format (cover letters of interest, table of contents, tabs or dividers are not included in the count). Longer submissions may be removed from consideration. The Letter of Interest must identify a contact person for questions during the bidding process and provide contact information including telephone number, fax, email and postal address.

MAILING INSTRUCTIONS: Mail only one fully executed bid document and only one bid per envelope. Bids should be completely sealed, address envelope, and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

***** USPS mail is automatically routed to our PO Box which creates issues for large packages, please do NOT use this method to send proposals.*****

DELIVER TO:
Johnston County Public Schools
Purchasing Department
RFP No. 200-JCPSGB-02102025-CR
Simpson's Building
Attn: Cynthia Rivera
2320 US HWY 70 Business East
Smithfield, NC 27577

RFP number and Carrier name must be clearly written on OUTER envelope FAILURE TO INCLUDE BID NUMBER AND Carrier NAME ON OUTER ENVELOPE MAY CAUSE BID TO BE CONSIDERED NONRESPONSIVE

TAB ONE: INFORMATION ABOUT THE CARRIER

Please provide the information requested in the following order under Tab One:

1. Identify the legal entity that would enter into the contract with JCPS and include location of carrier's headquarters, local office location, type of business (sole proprietorship, corporation, partnership, limited liability company, etc.), state of incorporation or organization and Federal Employer Identification Number, and the name and title of the person(s) authorized to enter into a binding contract with JCPS.
2. Provide an organizational chart identifying the names and titles of the team members assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members. Please indicate the geographical location of any team member whose office is outside Johnston County.
3. State any conflicts of interest your carrier or any key individual may have with JCPS, JCPS employees or Board of Education members. (see District Board of Education Policy 2121 and 7730 on the JCPS website for additional information regarding JCPS conflict of interest policies).
4. Published Fee Schedule:
 - a. Provide a per student rate fee or per day vehicle rate for cars, 7 to 8 passenger vans, and mini buses. **(See attachment A on Page 10).**
5. Provide Carrier Information Request, location of business, telephone number, mailing address, ownership of vehicle, vehicles available and vehicle capacity. **(Attachment B page 28)**
6. Provide three (3) reference letters from school districts and/or agencies where similar services have been performed. References shall list the name of the school district and/or agency, a contact name, contact phone number and email address.
7. Provide Company Policies. Must include Random Drug Testing Policy, Post accident Alcohol and Drug Screen Policy and Dress Code Policy.
8. Provide company name, contact name, contact phone number and email address for company that performs Criminal Records Background Checks.
9. Provide the quantity of each vehicle type available for service.
10. Provide Execution, binds the bidder to the prices quoted herein for 180 days as well as compliance with all board policies, local, state, and federal law. **(See Attachment C on Page 29)**

TAB TWO: INFORMATION REGARDING THE SERVICES

Please provide the requested information in the following order under Tab Two:

1. Indicate the number of professional staff available and qualified to perform services. Include detailed background information for each key member of the team including:
 - Person's name;
 - Job Classification;
 - Roles and responsibilities;
 - Professional registrations and certifications listing applicable state(s);
 - Office location;
 - Years of service with the carrier; and
 - Present and anticipated workload and ability to handle additional transportation services for the duration of the contract.

2. Litigation History- Include a statement detailing whether the carrier is currently in litigation or has been in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.

ADDITIONAL INFORMATION ABOUT THIS PROPOSAL

Selection Committee

A selection committee will evaluate the information submitted. Interviews with short-listed carriers are anticipated, but may not be held at the option of the Selection Committee. Please do not contact any JCPS staff member other than the designated contact person (Cynthia Rivera by email only, purchasing@johnston.k12.nc.us) regarding the project contemplated under this RFP while the RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the carrier's submission for consideration.

Public Records

Upon receipt by JCPS, your Qualifications Package becomes the property of JCPS and is considered a public record under Chapter 132 of the North Carolina General Statutes (North Carolina Public Records Laws), with the exception of any information designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to JCPS and that meets the conditions of N.C.G.S. § 132-1.2(1). In accordance with N.C.G.A. 132-1.2(1), however, confidential materials may not be subject to disclosure under the NCPRL if they meet all of the following conditions: (1) constitutes a "trade secret" as defined by G.S. 66-152(3); (2) are the property of a private "person" as defined in G.S. 66-152(2); (3) are disclosed or furnished to the public agency in connection with the carrier's performance of a public contract or in connection with a bid, application, proposal, industrial development project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State; and (4) are designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

Your Bid Package will be reviewed by JCPS's Selection Committee, as well as other JCPS staff and members of the general public who submit public records requests. To designate material as a trade secret as defined in N.C.G.S. § 66-152(3) under these circumstances, each carrier must take the following precautions: (a) any trade secrets submitted by a carrier should be submitted in a separate, sealed envelope marked "Trade Secret- Confidential and Proprietary Information- Do Not Disclose Except for the Purpose of Evaluating this Bid Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Bid Package, each Carrier agrees that JCPS may reveal any trade secret materials contained in such response to all JCPS staff and JCPS officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by JCPS to assist in the selection process.

Furthermore, each carrier agrees to fully indemnify and hold harmless JCPS and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with any lawsuit that may be filed against JCPS seeking disclosure under the NCPRL of any information or material that the carrier has designated as a "Trade Secret" or "Confidential Proprietary Information" in the proposal package. Any carrier that designates its entire Bid Package as a trade secret or as confidential may be disqualified from the selection process.

Clarification of Submittal

JCPS reserves the right to obtain clarification of any point in a carrier's proposal or to obtain additional information.

Conditions and Reservation

Johnston County Public Schools expects to select one (1) or more carriers but reserves the right to request substitutions of subcontracts identified in a carrier's Proposals.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to reject any or all responses to the Proposal, to advertise for new Proposal responses, or to accept any Proposal response deemed to be in the best interest of JCPS.

Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

A response to this Proposal should not be construed as a contract, nor indicate a commitment of any kind. The Proposal does not commit JCPS to pay for costs incurred in the submission of a

response to this Proposal or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this Proposal process concerning your carrier shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of JCPS unless JCPS and the carrier execute a final, binding contract.

Carriers shall meet the requirements of all Federal, State and Local laws, regulations and rules applicable to their business.

Please direct all questions and requests for information to Cynthia Rivera, Director of Purchasing, no later than Monday, January 21, 2025 by email at purchasing@johnston.k12.nc.us.

Questions received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

Responses to these questions will be provide at the **Pre-Bid Meeting**

The Pre-Bid will be held January 27, 2025 at 1:00pm in the Boardroom at the JCPS Simpson's Building located at 2320 US HWY 70 Business East, Smithfield NC 27577

Johnston County Public Schools has a mission to provide transportation in the safest and most efficient manner for each individual student. Thank you for helping to make this possible as Johnston County Public Schools appreciates your interest in providing contract transportation services.

**CONTRACT TRANSPORTATION
SCHOOL YEARS
July 2025 - June 2030**

Item	Description	Quantity	Unit	Total Cost Year 1
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per car	One (1) vehicle	Daily Rate	
4	Price per vehicle (7 to 8 passenger van)	One (1) vehicle	Daily Rate	
5	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	

Item	Description	Quantity	Unit	Total Cost Year 2
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per car	One (1) vehicle	Daily Rate	
4	Price per vehicle (7 to 8 passenger van)	One (1) vehicle	Daily Rate	
5	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	

Item	Description	Quantity	Unit	Total Cost Year 3
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per car	One (1) vehicle	Daily Rate	
4	Price per vehicle (7 to 8 passenger van)	One (1) vehicle	Daily Rate	
5	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	

Item	Description	Quantity	Unit	Total Cost Year 4
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per car	One (1) vehicle	Daily Rate	
4	Price per vehicle (7 to 8 passenger van)	One (1) vehicle	Daily Rate	
5	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	

Item	Description	Quantity	Unit	Total Cost Year 5
1	Transport any student	One (1) student	From Home to School	
2	Transport any student	One (1) student	Round Trip	
3	Price per car	One (1) vehicle	Daily Rate	
4	Price per vehicle (7 to 8 passenger van)	One (1) vehicle	Daily Rate	
5	Price per vehicle (mini bus)	One (1) vehicle	Daily Rate	

** Upon Signing Below Bidder is bound to the pricing listed for (180 days) starting on February 10, 2024*

Carrier Name: _____

Signature: _____

Print Name: _____

Date: _____

SPECIFIED TERMS AND CONDITIONS
FOR
CONTRACT TRANSPORTATION

*****This document provides a model of the minimum contract terms required by the Johnston County Public Schools Board of Education for contract transportation services. JCPS reserves the right to add, modify, or change any terms in this model contract as a part of any negotiation with a selected carrier. *****

This agreement is made and entered into this day of July 1, 2025 between the Johnston County Public Schools Board of Education and _____.

The intent and purpose of these specifications is to provide for the safe and efficient transportation of students. Carriers shall be responsible for remaining in compliance with all specifications. Each Carrier acknowledges that they have reviewed the specifications and have considered and accepted them in their entirety.

Title IX of the United States Code states that “no person in the United States shall, on the basis of sex, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.”

Johnston County Public Schools receive federal financial assistance; therefore, each carrier's bid must contain a copy of the carrier's policy on training for recognition of and treatment of sexual harassment.

1. Service Area Description

The transportation service area shall be Johnston County, North Carolina and surrounding counties.

2. Period of Service

Carrier(s) will be expected to provide services for the school years between July 2025 - June 2030 pursuant to these specifications and with the understanding that they have no guarantee of ridership for terms of service.

3. Cancellation of Pickup

Pickup of student(s) at home must be canceled by the parents and/or the Transportation office no less than one-hour prior to scheduled pickup time. If you go by the designated stop location for three consecutive days and the child does not ride you must contact the Transportation office. After the three days, payment will be stopped until otherwise notified by the Transportation office.

4. Hours of Service

Service shall be made available by the Carrier(s) between the hours of 5:30 a.m. until 6:30 p.m. including midday transportation. However, it is also recognized that emergencies, inclement weather conditions and other causes may necessitate transportation services outside of the time period set out above. In the event that school is closed or dismissed early due to inclement weather or other emergencies, the Executive Director of Transportation (or designee) will notify the carrier(s) of the Superintendent's decision to change the schedule. Carrier(s) are also advised to listen for school closing announcements that are broadcast over local radio and television networks. The JCPS website (www.johnston.k12.nc.us.com) and multiple social media outlets may also be used as sources of information. The agreed upon rates paid to the Carrier(s) will remain the same for such trips.

Once schedules for students are established, it is the responsibility of the Carrier(s) to have vehicle(s) and driver(s) at the designated location five (5) minutes prior to the scheduled time.

5. Parent Notification

Upon assignment to a contract transportation route, it is the Carrier's responsibility to notify the parent/guardian of the pickup time, drop off time, vehicle number and telephone number the parent/guardian should call to report a student's absence or to check on vehicle status.

6. Routing/Capacity of Vehicles/ Restraints

All routes will be provided by the Transportation Office. JCPS shall retain the right to determine the capacity of each vehicle and which students are paired in any given vehicle. Students shall not be permitted to ride in a rear-facing seat of any vehicle. **The Carrier(s) shall not reassign students without prior written permission from the JCPS Transportation Office.**

Restraints other than seat belts that are required will be provided by JCPS.

7. Direct Routing

Students shall be transported to their schools, as per predetermined route, in the morning and home in the afternoon, without any unscheduled stops except for driver- recognized emergencies. Drivers may not deviate from an assigned route except in an emergency situation. **Stopping for fuel, at a convenience store, drive-thru, restaurants, bank, etc. is strictly prohibited.** Any route changes recommended by a driver, a school administrator, a parent or member of the community will be referred to JCPS TIMS Supervisor for approval prior to implementation.

8. Operations Exception Reporting

Each school day the Carrier is required to immediately notify the Transportation Service Office of any delays that have occurred that will cause the student(s) being transported to be more than fifteen (15) minutes past their scheduled arrival/dismissal time at school. It is the responsibility of the Carrier to notify the schools of the delay.

9. Reporting Accidents

In the event of an accident or incident involving a JCPS student being transported under the terms of this contract, or, an accident involving a vehicle operated by the Carrier while performing their obligations under this contract, the Carrier shall:

- a. Immediately report the vehicle accident to a local law enforcement agency requesting emergency medical services if necessary.
- b. Report the accident or incident to JCPS Executive Director of Transportation immediately at (919) 934-8340. (See Note Below.)
- c. Do not notify schools or parents. The JCPS Executive Director of Transportation or (designee) is responsible for this action.
- d. Do not leave the scene of the accident until approval from JCPS Transportation officials unless immediate medical attention is necessary.
- e. Provide substitute driver and/or vehicle if requested by the JCPS Executive Director of Transportation to transport remaining students. Such transportation

shall be cleared by JCPS Executive Director of Transportation (or designee) before students leave the scene of the accident.

- f. Ensure drug/alcohol testing is performed in accordance with Section 21 of these specifications. Results shall be forwarded to JCPS Transportation Executive Director within twenty-four (24) hours of receipt from the testing agency. Drivers shall be removed from service until drug/alcohol testing results have been confirmed.
- g. Provide a complete written report of the accident or incident and send it to JCPS Transportation Executive Director within two (2) calendar days of the accident.

NOTE: When the Carrier notifies JCPS Transportation Executive Director of an accident, the Carrier must provide all known information, to include location of accident, extent of student injuries, if known, and assurance of notification to appropriate law enforcement authorities. JCPS Transportation Executive Director reserves the right to subsequently inspect any vehicle involved in any accident. However, the Carrier must acknowledge, in his/her bid, that such inspection by the district shall not be considered a substitute for, nor in any way relieve the Carrier of, his/her sole responsibility to inspect all vehicles on a twice daily pre-trip basis and, to maintain such vehicles in proper condition and repair. Should a question arise as to a specific vehicle's continued safe operation, for example due to vehicle recall, the JCPS Transportation Executive Director reserves the right to suspend that vehicle, at no expense to the Johnston County Public Schools, from further operational service pending an inspection by a certified mechanic or safety expert of the school district's choice, and any repairs as necessary. The cost of the inspection may be borne by the school district.

10. Maintenance/Vehicle Inspection and Identification

The Carrier will provide a copy of their proposed pre-trip vehicle inspection checklist to the JCPS Transportation Executive Director or (designee) for approval prior to transporting any JCPS student under the auspices of this contract. Once approved, the Carrier will ensure that each driver inspects his/her assigned vehicles prior to the start of his/her run each morning and again each afternoon. The written inspection must be signed by the Carrier indicating compliance with vehicle maintenance requirements. JCPS may add additional inspection items as necessary.

Every thirty (30) days, the Carrier shall have qualified maintenance personnel perform a safety inspection of each vehicle being used to transport students under this contract. The Carrier shall provide to the JCPS Transportation Executive Director a copy of the 30-day inspection checklist for review and approval prior to the first scheduled inspection. The Carrier shall then provide to the JCPS Executive Transportation Director a report by vehicle summarizing the dates of preventive maintenance inspections, unscheduled repairs, parts and mechanics(s) name(s) who were responsible for such work during those 30 days. For reporting purposes, the first 30 day inspection cycle period starts on the first day of school and the first report is due to the JCPS Transportation Executive Director 35 days after school starts and every 30 days thereafter. Johnston County Public Schools reserves the right to inspect the Carrier's vehicles at any time.

JCPS may administer periodic “spot checks” of all vehicles to ensure that vehicle inspection reports are accurate.

In addition, JCPS may require the Carrier to produce its vehicles used for transportation under this contract for inspection at a facility of JCPS within reasonable notice. The Carrier shall cooperate with all such inspections.

Carrier(s) must turn in vehicle inspection and tag dates of all vehicles to JCPS Transportation Office. Carrier(s) shall provide JCPS Transportation Executive Director with a copy of their preventive maintenance program. Carrier(s) shall provide a motor vehicle, which at all times while students are being transported, meets all North Carolina Division of Motor Vehicles safety inspection regulations. Vehicles shall be equipped with operational seat belts for both front and rear passengers. Seat belts are to be easily accessible and must be in use by the driver(s) and passengers. All wheelchair bound students must be transported facing front only. All vehicles must be kept clean inside and out. JCPS reserves the right to inspect vehicles and to order repairs or other work necessary to maintain cleanliness and safety of students. If repairs or other work is not performed, JCPS has the right to order the vehicle not to be used to transport JCPS students.

In accordance with NC General Statute 115C-248, all school buses shall be inspected at least once every 30 days during the school year for mechanical defects, or other defects which may affect the safe operation of such buses. JCPS requires that all passenger vehicles used to transport JCPS students adhere to these same requirements. JCPS will provide the Carrier with a copy of the North Carolina Department of Public Instruction Transportation Services 30 day inspection form to be used for bus inspections. Nothing herein shall be constructed as a waiver or modification of the Carrier’s primary responsibility to inspect and maintain the vehicles.

All vehicles used for transporting JCPS students shall be identified by company name on the outside of the vehicle in a highly visible area. All vehicles used for transporting JCPS students must also display vehicle numbers in a highly visible area. Vehicles shall be classified as compact or larger. No subcompact vehicles shall be used to transport students. All buses must meet Federal Motor Vehicle Safety Standards for school buses. 12 and 15 passenger vans may **NOT** be used to transport students for Johnston County Public Schools

Prior to vehicles becoming sixteen (16) years old, the Carrier shall replace them with newer vehicles acceptable to JCPS at the Carrier’s sole expense.

The Carrier shall provide and maintain an adequate number of vehicles, including spares, to safely transport any and all students once assigned to assure uninterrupted service in the event of a mechanical breakdown.

Each vehicle shall maintain the following items:

First Aid Kit – Grade A, stocked with the following items: 4” bandage compresses, 2” bandage compresses, adhesive compresses, 40” triangular with 2 safety pins and plastic gloves.

Fire Extinguisher – 2 ½ pound 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).

Fire Blanket

Belt Cutter

Body Fluid Clean-Up Kit – Shall contain the following items to comply with National Standards: 2 oz. Packages T.I.L.S.C. powder (sanitizes, deodorizes, encapsulates), odor reducing mask, latex gloves, antiseptic wipes, paper crepe towels, scraper, plastic disposal bag w/scoop and tie.

DOT Approved Reflective Triangles

11. Requirements for transporting students in passenger vehicles (not school buses)

The Carrier(s) will observe the following procedures when loading students into vehicles:

- a. Whenever possible, students should be transported in the middle seat, if the vehicle is so equipped.
- b. Students should be placed in the vehicle to maximize safety; for example, students should be placed in the third (rear) seat only when the middle and front seats are full.
- c. High school students that do not have a tendency to remove the shoulder harness or lean forward in the seat may ride in the front seat. Students in elementary and middle school are not authorized to ride in the front seat.
- d. The front seat will be moved as far back as possible when transporting students in that seat. Students will be instructed to keep lap/shoulder belts on at all times, to sit in an upright position, and not to lean forward towards the dashboard.

12. Limited Vehicle Use

The use of contracted vehicles while in service to JCPS shall be limited to the transportation of JCPS students under contract with Carrier(s). No other person, including children, relatives, or friends of the driver shall be permitted to ride in vehicles with students without prior written consent of the JCPS Executive Director of Transportation.

13. Right to Specify the Gender of Driver

Due to the special needs of the children being transported, JCPS may require that the driver of a certain student be a male or female. **The Carrier(s) shall not routinely rotate or reassign drivers without prior approval from JCPS Transportation Services. This prohibition does not apply to Carrier supplied substitute drivers that are approved by JCPS Transportation Services.**

14. Contract Transfer

The Carrier(s) shall not assign, subcontract, nor transfer any interest or service provided in support of this contract without the prior written approval of JCPS Transportation Executive Director.

15. Cell Phones and Dispatch Services

All vehicles that are used to transport JCPS students must be equipped with two-way radios or cellular phones. The two-way radio option requires the Carrier to provide a base station and a dispatcher during service hours. **JCPS must be given a contact person and phone number to notify in case of emergencies. If the Carrier uses cellular phones, the Carrier shall furnish JCPS Transportation Executive Director with a list of the cellular phone numbers assigned to each vehicle. The Law states that “School bus drivers are prohibited from using any cell phone (handheld or hands-free) while driving with children on the bus. And, as with all drivers, they are prohibited from texting while driving.”**

16. GPS and Cameras

The Carrier(s) will be required to equip all vehicles with cameras and GPS monitoring devices with live web based tracking software. The devices shall be capable of reporting vehicle location, student ridership and vehicle tracking application for parents and students.

17. Insurance

The Carrier(s) shall purchase and maintain insurance as listed below. Failure to furnish and maintain such insurance shall constitute default and serve as grounds for termination of this agreement.

a. Worker’s Compensation Insurance

The Carrier(s) shall maintain during the life of his contract all such worker’s compensation insurance as is or may be required by the laws of North Carolina. If the owner or officer is also a driver, workers compensation coverage must be INCLUDED for the owner and the box must be marked "N".

b. General Liability Insurance

The certificate holder must be listed as an additional insured. Please include an additional insured endorsement form.

The Carrier(s) shall maintain general liability insurance covering liability or bodily injury and property damage which may arise from operations and contractual obligations as set forth by the North Carolina Public Utilities Laws and Regulations and the Department of Motor Vehicle Laws for financial responsibilities. \$1,000,000 dollars each occurrence and \$300,000 per occurrence sexual abuse molestation coverage.

c. Automobile Liability Insurance

The certificate holder must be listed as additional insured. Please include an additional insured endorsement form.

The Carrier(s) shall maintain automobile liability combined single limit insurance covering his liability for bodily injury and property damage combined of \$1,500,000. The Any Auto box shall be checked on the insurance certificate.

d. Uninsured and Under-Insured Liability Insurance

This coverage should be shown on the Certificate of Insurance.

The Carrier(s) shall maintain Uninsured and Under-Insured Liability Insurance in the amount of \$1,000,000.

e. Certificate Holder

The Carrier(s) shall add the following: Johnston County Public Schools, 159 Galilee Rd, Smithfield, NC 27577.

An occurrence form of policy will be required, and the Certificate of Insurance submitted by the Carrier(s) must be personally signed by a resident licensed agent of each of the companies listed on that form.

Certificate of Insurance

Each Carrier shall furnish JCPS a Certificate of Insurance showing that the required Workers Compensation, General Liability, Automobile Liability and Uninsured and Under-insured Liability Insurance is carried by the Carrier(s) for each vehicle to be used in the transporting of JCPS students. It should also include Certificate Holder. [See sample certificate.](#)

The Certificate of Insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after thirty (30) days' written notice of such cancellation or alteration has been sent by certified mail to JCPS Transportation Services, Attention: Marlon Watson, 159 Galilee Rd, Smithfield, NC 27577. This should be submitted at the beginning of each school year and at the time of renewal.

f. JCPS reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

18. Drivers and Safety Assistants

All bus drivers for the Carrier shall possess only a valid NC Commercial Driver's License with Passenger and School Bus endorsements. All other drivers must possess a valid class C NC Driver's License. Drivers are subject to all rules, regulations and laws specific to the license they are issued. Drivers must also meet the following minimum qualifications:

- Drivers must be at least 18 years old
- Drivers must have at least 6 months driving experience
- Drivers will not:
 - a. Have a conviction of DWI within 10 years or have more than one DWI conviction.
 - b. Have any conviction for reckless driving within 1 year.
 - c. Have any conviction for passing a stopped school bus within 1 year.
 - d. Have any instance of driver license suspension or revocation for a moving violation within the past 5 years.
 - e. Have more than 1 conviction for a moving violation in the past 12 months or no more than 3 such convictions in the past 5 years (Note: PJC is considered a conviction).
 - f. Have a conviction of speeding in excess of 15 mph above the posted limit within 1 year.

JCPS retains the right to decline the use of a vehicle, which has remnants of tobacco smoke inside the vehicle. Each driver and safety assistant candidate must be reliable, responsible, healthy, and exhibit high standards of moral conduct and personal hygiene. Drivers and safety assistants shall not smoke, eat, or drink in contract vehicles while transporting JCPS students. It is Johnston County Public Schools BOE policy that there shall be no smoking on any Johnston County Public Schools property or in any JCPS vehicle. Smoking on board a contract vehicle is never permitted. JCPS has a tobacco-free policy. This policy prohibits any products that contain or is made or derived from tobacco, including all lighted and smokeless tobacco products, as well as electronic cigarettes, vaporizers, and other electronic smoking devices even if they do not contain tobacco or nicotine.

The Carrier(s) will provide safety assistants for students as requested by JCPS. In the event a safety assistant does not report for work, the Carrier must make every attempt to find a replacement. The replacement must be approved by JCPS Transportation Services. If the Carrier cannot find a replacement safety assistant, he/she must advise the JCPS Transportation Executive Director prior to dispatching the vehicle on its assigned route.

If, in the judgment of the JCPS Transportation Executive Director, any driver or safety assistant assigned to a vehicle operating under contract for JCPS shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control pupils, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the Carrier may be required to remove or reassign the driver and/or safety assistant from the route or all routes under contract.

19. Drivers Identification

Drivers and safety assistants shall have identification badges. Identification badges shall display an updated photo of the driver/safety assistant, the company name, and the driver/safety assistant's name and title. Badges are to be worn at all times when drivers and safety assistants are on school property and while operating contracted vehicles. The Carrier shall incur any expense involved in obtaining identification badges for his employees.

While transporting students or on school property, drivers and safety assistants are considered an extension of the school staff and expected to respond courteously and informatively to any questions from school staff members concerning routes or students. Any request from a school staff member, which conflicts with JCPS Transportation guidelines, policies, and/or procedures, must be referred to the driver/safety assistant's Supervisor and to JCPS Executive Director of Transportation for a decision.

Drivers/Safety Assistants shall assist parents and school staff in loading/unloading students, including students in wheelchairs. Drivers/safety assistants are responsible for ensuring students in wheelchairs and other restraints are properly secured.

If no adult is present at the afternoon drop off location, the driver should attempt to make contact with the parents. If there is no response, the school should be notified immediately and the student should be returned to the school. Please refer to the Johnston County Board of Education Policy 6302.3 and 6302.4. Information about this policy is listed on the JCPS website.

Students shall not be left with anyone except a parent, a guardian, or their designated caretaker unless the driver has a completed authorization form to leave students unattended or permission from a JCPS official.

When requested by the JCPS Transportation Executive Director, the Carrier will arrange for their drivers and safety assistants to participate in workshops (up to eight hours annually) to receive training and learn new safety techniques that apply to student transportation. The Carrier and JCPS will plan the workshops jointly. The cost of the instructor and course materials will be borne by JCPS.

Due to the medical condition of some students, drivers/safety assistants are not permitted to give food or beverage to students or allow them to consume food or beverage while being transported in a contract vehicle.

20. Criminal Records Check/ License

The Carrier(s) must furnish driver's license number for each driver. If the driver has been licensed in another state within the previous five years, an out of state driving record must be submitted. Also a Criminal Record Check which is required by JCPS. Prior to final appointment, each carrier shall present JCPS Executive Director of Transportation (or designee) certified criminal records check from each jurisdiction (county) in which the driver (s)/safety assistant(s) has resided. JCPS shall not incur any expense involved in obtaining a criminal history check. If any driver/safety assistant is charged with a criminal, traffic, or drug offense during the term of this agreement or engage in any activity adversely reflecting on his or her ability or competence to transport students, Carrier(s) shall immediately (prior to next scheduled run) notify the JCPS

Transportation Executive Director by phone and shall forward written notification to the Transportation Executive Director within 24 hours.

Carrier(s) also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Carrier(s) shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors (“contractual personnel”) who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum check 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 Carrier’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Carrier(s) shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Carrier(s) shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Carrier(s) agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Carrier(s) further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Carrier(s) shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Carrier(s) 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. Carrier(s) specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time at the School System’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the School System may conduct additional criminal records checks at the School System’s expense. If the School System exercises this right to conduct additional criminal records checks, Carrier(s) agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the School System for all contractual personnel who may deliver goods or perform services under this Contract. Carrier(s) further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Carrier(s) from delivering goods or providing services under this Contract if the School System 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.

21. Drug/Alcohol Testing

The Carrier must meet all requirements of the U.S. Department of Transportation and/or applicable federal legislation, including, but not limited to, pre-employment, reasonable suspicion, post accident, and random drug/alcohol testing. All drivers must submit to these requirements.

A driver must be drug/alcohol tested if any of the following occurs as a result of an accident; loss of life, injuries to any party involved, any vehicle is towed from the scene of the accident, or if the Carrier's driver is cited for a moving traffic violation.

Each bid must contain a copy of the Carrier's Drug and Alcohol Testing procedures which must strictly conform to state and federal regulations. A lab that is certified by the U.S. Department of Health and Human Services must conduct Drug/alcohol tests. A Medical Review Officer must review and sign all drug/alcohol tests. All drug/alcohol test results will be forwarded to the JCPS Executive Director of Transportation (or designee) for review in the application package. Test results must be dated within the past 30 days for pre-employment purposes. All drug/alcohol testing will be done at Carrier(s) expense. **Anyone with a positive drug/alcohol test cannot serve in the capacity of a driver for the Carrier(s) providing services for JCPS.**

The Carrier(s) must submit an annual report indicating that all new drivers have been tested and that 50% of current drivers have been randomly tested a minimum of one time during the year. The Carrier's random drug testing program must be carried out at least on a quarterly basis. This report shall be submitted to JCPS Executive Director of Transportation (or designee) no later than June 30th each year.

The Carrier(s) will immediately suspend any driver with a positive drug/alcohol test pending notification to the JCPS Executive Director of Transportation.

22. Deviations from the Specifications

If the equipment, supplies, materials or services proposed by a Carrier differ from the minimum provisions contained in these specifications, such differences must be explained in detail and submitted in writing with the bid. Such bids will receive careful consideration if such deviations do not depart from the intent of the specifications and are in the best interest of JCPS. If no such deviations are noted in the request and it is discovered later that the product or service furnished does not meet the requirements of the specifications, such Carrier(s) will be terminated as a Carrier or, the option of JCPS, will be required to furnish immediately, at its own expense and with no additional cost to JCPS a product or service which does meet the requirements of the specifications.

23. Payment

Carrier(s) shall submit electronic invoices for payment to Johnene Bender, Office Support, by email at johnenebender@johnston.k12.nc.us by the first day after each billing period which should include daily attendance logs for each vehicle. The billing periods shall be the first day of each month through the last day of each month.

24. Orientation Session

Prior to beginning transportation services with JCPS, the Carrier(s) shall attend an orientation session with JCPS Transportation Personnel. The Carrier(s) shall meet annually with employees to discuss safety and other topics related to transporting students with special needs. It is the Carrier's responsibility to annually provide each employee with the Specified Terms and Conditions for Contract Transportation Services under this contract. Each employee is required to sign a statement of receipt of this document acknowledging responsibility for the provisions herein.

JCPS Transportation Services will issue a copy of the JCPS Transportation Handbook for Contract Transportation Drivers/Safety Assistants to the Carrier(s) for each authorized driver or safety assistant. The Carrier(s) will be required to issue a copy to each driver or safety assistant and secure their signature signifying receipt of the handbook. The Carrier(s) will instruct each driver/safety assistant to read the handbook within the first five days of their employment. At the beginning of each school year, JCPS Executive Director of Transportation shall provide to the Carrier(s) an arrival and dismissal schedule for all schools. The Executive Director of Transportation shall also provide: a copy if any applicable State of North Carolina Statute changes, and any applicable State of North Carolina Department of Public Instruction changes. Any request from a school, teacher or other school administrator or parent to deviate from the published arrival/dismissal schedule for any student shall be forwarded to the JCPS Executive Director of Transportation or designee for review/approval. Drivers *do not* have the authority or the option to negotiate or change for any reason, any student's arrival time at school nor dismissal time from school.

25. Confidentiality of Student Records

Under the Family Educational Rights and Privacy Act, all information concerning students will be treated as confidential information and shall not be given, sold, or inadvertently disclosed to any third party by the contractor, his/her drivers or safety assistants or any other employee or subcontractor. Information concerning any student, whether transported or not, shall not be discussed with anyone other than school personnel with a need to know and the driver's immediate supervisor. The contractor further understands that any student information and/or routes remain the property of Johnston County Public Schools in the event that the contract between the contractor and the school district is terminated. The same restriction on information applies to former employees of the contractor who resign or are dismissed.

Carrier agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Carrier(s) will maintain an access log delineating date, time, agency, and identity of individual accessing student records

that are not in the direct employ of Carrier(s). Carrier(s) shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Carrier(s) shall turn over to the School System all student records or personally identifiable information about students obtained by Carrier(s) while providing services under this Contract. Nothing in this Contract gives Carrier(s) any right to access any student records or personally identifiable information.

26. Independent Contractor Status

JCPS will retain Carrier(s) as an independent contractor to perform the services called for herein. It is understood and agreed by the parties hereto that the Carrier is and shall be an independent contractor. In no event shall any employee hired by the Carrier be considered an employee or agent of JCPS. Matters governing the terms and conditions of employment of the Carrier's employees are entirely within the cognizance of the Carrier(s). Such matters as work schedules, wage rates and the operation of the Carrier(s) are wholly within the cognizance of the Carrier(s) expected as dictated by the Specifications and this Agreement.

27. Termination of Agreement by Default

If the services the Carrier(s) provides do not comply with the Request for Proposals specification requirements, the Carrier's contract shall be terminated, or at the option of JCPS, will be required to furnish immediately, at its own expense, services which meet the requirements of the specifications. Either party may terminate this agreement upon sixty (60) days' written notice to the other; provided, however, whenever the party seeking to terminate has previously given the other party sixty (60) days' written notice of an alleged default in the performance of any required obligations under the agreement and such default has not been cured, either party may terminate immediately. The Carrier(s) may be terminated from the contract immediately for cause of misconduct. JCPS may cancel the contract and seek to procure the same services from other bidders for this contract. The Carrier(s) will be held responsible for any excess cost occasioned thereby.

28. Indemnification

The Carrier(s) shall be responsible for each driver's actions in the transportation of students pursuant to the agreement. The Carrier(s) agrees to fully indemnify and hold harmless Johnston County Public Schools Board of Education, its individual board members, and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Carrier(s) or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for the purpose of N. C. Gen. Stat. § 6-21.2.

29. Compliance with Applicable Laws

Carrier(s) shall comply with all applicable laws and regulations in providing services under this

contract. In particular, the Carrier(s) shall not employ any individuals to provide services to the school system who are not authorized by federal law to work in the United States. Carrier(s) represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and 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 that it is and will remain in compliance with these laws at all times while providing services pursuant to this contract. Carrier(s) shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this contract. Carrier(s) is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations. Carrier(s) certifies that as of the date of this Contract, Carrier(s) is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §

143C-6A-4. Carrier(s) understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by the Carrier(s) to make the foregoing statement.

Carrier(s) must ensure all drivers are aware of and comply with all applicable North Carolina State Statutes when approaching a railroad crossing.

30. Applicable Johnston County Public Schools Board of Education Policies

Carrier(s) acknowledges that the Johnston County Public Schools Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to abide by any and all relevant board policies while on its property. Carrier(s) acknowledges that these policies are available online on the School System’s website. In particular, Carrier(s) acknowledges that it has received copies of or has access to (via the Johnston County Public Schools’ website) and will abide by all applicable Johnston County Public Schools Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.

31. Assignment

Carrier(s) shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

32. Contract Modifications

This contract may be amended only by written amendments duly executed by and between the School System and Carrier(s).

33. North Carolina Law

North Carolina law will govern the interpretation and construction of the Contract.

34. Entire Agreement

This Contract, including the purchase order and the terms and requirements of any Request for Proposals and Proposals submitted in response, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

35. Severability

If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

36. Authority to Enter Contract

The person(s) executing this Contract on behalf of Carrier(s) have authority to do so as an official, binding act of Carrier(s).

CONTRACTOR:

By: _____ (signature)
_____ (printed name)

Title: _____

Date: _____

JOHNSTON COUNTY BOARD OF EDUCATION:

By: _____ (signature)

_____ (printed name)

Title: _____

Date: _____

JCPS CHIEF FINANCIAL OFFICER:

PRE-AUDIT CERTIFICATE

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

By: _____ (signature)

_____ (printed name)

Date: _____

Attachment B

Johnston County Public Schools
Transportation Services
Carrier Information Request

All Carrier(s) must provide the following information:

A. Official Company Name

B. Company President

C. Company Address

D. Telephone Number

	Home	Work	Other
(specify)			
E. Mailing Address	_____		

F. Information below regarding ownership of vehicle.

<u>Vehicle Type</u>	<u>Make/Model/Year</u>	<u># of vehicles available</u>
5 passengers	_____	_____
7 passengers	_____	_____
11+ passengers	_____	_____
With lift	_____	_____

Attachment C

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable

BIDDER:		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			
HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES _____ NO _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	