DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

July 20, 2016

RFP D17-002
REQUEST FOR PROPOSALS

STUDENT TRANSPORTATION SERVICES ON THE ISLAND OF KAUAI FOR THE STATE OF HAWAII DEPARTMENT OF EDUCATION (DOE)

Proposals will be received up to 2:00 p.m.

on

October 5, 2016

at the Auxiliary Services Branch
3633 Waialae Ave
Honolulu, HI 96816

Questions relating to this solicitation may be directed to
Christian Butt,
Section Administrator
Project Control Section
via telephone at (808) 784-5012
via facsimile at (808) 733-2102
via email addressed to christian_butt@notes.k12.hi.us

State of Hawaii
Department of Education
3633 Waialae Ave
Honolulu, HI 96816
T: (808) 784-5012 F: (808) 733-2102

Registration Form
For Online Solicitations

- The Project Control Section is not notified when a particular solicitation is viewed or downloaded. Therefore, Proponents interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Proponents who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Proponent not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Proponent to receive any such addenda shall not relieve the Proponent of any obligation under this solicitation. It remains the responsibility of the Proponent to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

Solicitation Information:
Number: RFP D17-002
Title: Student Transportation Services for the State of Hawaii DOE
Deadline: 2:00 p.m. Hawaii Standard Time, **October 5, 2016**
Contact Person: Christian Butt
Contact's e-mail Address: Christian_Butt@notes.k12.hi.us

Proponent Information:	
Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone:	
Contact's Facsimile No.:	

NOTICE TO PROVIDERS OF
SERVICES
Request for Proposals No. RFP D17-002
STUDENT TRANSPORTATION SERVICES
FOR THE STATE OF HAWAII DEPARTMENT OF EDUCATION (DOE)

A. PROCUREMENT BACKGROUND

1. Student Transportation Services in Hawaii

The Hawaii Department of Education (DOE) provides transportation services to approximately 36,000 regular education students and 3,600 special needs students on 670 daily bus routes distributed across 5 islands. The bus routes are currently operated by 8 separate DOE contractors. The services are managed and administered by the DOE Student Transportation Services Branch (STSB) with a total staff of 19 located throughout the islands and with a central office on Oahu.

2. Student Transportation Reform Initiative

This solicitation represents the culmination of a four-year transportation reform initiative. A near doubling of transportation expenditures over the three years prior to the 2012/13 school year provided impetus for action by the State legislature. Student transportation funding was dramatically reduced as part of an effort to better control the growth in transportation costs and to establish a more detailed understanding of the causes and departmental responses to the expenditure increases. The funding reductions resulted in the elimination of a significant number of bus routes. The proposed and actual reductions resulted in substantial public concern and calls for action on multiple fronts to reform the structure and operations of the student transportation services program.

The resulting transportation reform initiative, of which this Request for Proposals is a fundamental part, is retaining the current contracted service model but with major revisions to virtually every associated business process. This heavily revised business model is reliant on three interdependent parts:

- *Contracted service provision* – A continuation of the current contracted service delivery model, but with significant changes to existing procurement, contracting, and contract management methodologies.
- *Centralized planning and information management* – The DOE, through the STSB, is assuming full responsibility and accountability for the performance of the transportation system. The foundation for this is a centralized planning, information, and contract performance management function within the STSB.
- *A functionally-oriented organization structure* – A transition is underway to a technology-enabled, functionally and data-oriented STSB that will ensure the DOE of proper contractor oversight while relying on the operational wherewithal and expertise of qualified school bus contractors to deliver the actual transportation service.

A primary implementation mechanism was a pilot program implemented on Oahu for the 2013/14 school year. This pilot program served as a proof-of-concept and test-bed for a revised, functionally-oriented STSB business model. A second major initiative was a concurrent RFP process for bus contractors to provide services commencing with the 2014/15 school year on Oahu. These contracts have been awarded and commenced on July 1, 2014. With lessons learned in-hand, a RFP process was conducted for services on Hawaii Island commencing in July, 2015. This RFP represents the culmination of the overall transportation reform initiative, including the base service specifications and service delivery requirements contained within both the Oahu and Hawaii RFP, but with some modification due to lessons-learned and unique operating conditions on Kauai.

3. Statement of Purpose

The purpose of this RFP is to establish a contractual agreement with vendors interested in becoming a service delivery partner with the DOE. Only vendors interested in establishing a joint goal of providing safe, effective, and efficient transportation services to the eligible student population should consider responding. A demonstrated willingness to work collaboratively with the DOE over the term of the contract to implement the required reforms, and to continually improve and enhance the quality and efficiency of student transportation services is an absolute requirement for contract award.

B. SCOPE OF SERVICES

1. General Description of the Service Requirement

The successful proponent(s) will be required to execute a contract based on the template included as **Attachment A** to this RFP. The scope of services specifications contained therein fully describe the responsibilities, requirements, and accountabilities of the contractor and the DOE as parties to the agreement. Any inconsistency between the contract, this RFP, or any other information provided as part of the procurement process will be resolved in favor of the contract.

The following summary of service requirements is provided *by means of introduction only*. The proponent should be thoroughly familiar with the contract specifications in **Attachment A** before developing their proposal submission.

The successful proponents will provide all school bus transportation services (the service) to eligible students and programs throughout the island of Kauai. These services shall include:

- Regularly scheduled service to and from school for:
  - Regular education students
  - Special education students
- Regularly scheduled midday or shuttle services, as required
- The DOE reserves the right to negotiate with successful proponent's further work requirements if they should arise

A successful proponent will provide their ceiling trip rate for school athletic, activity, and co-curricular trips will also be required. However, those trips are scheduled and managed by the individual school sites. Student Transportation Services Branch has no specific role in the scheduling or assignment of these trips.

As an integral component of the service, the successful proponents shall provide the following resources:

- All required transportation vehicles, including facilities and related resources for their proper fueling, care and maintenance;
- Appropriate employee operating facilities;
- All necessary vehicle dispatch and communications staffing and systems;
- Adequate numbers of trained bus drivers, monitors, and attendants;
- Such other management and support staff as may be required; and
- Systems, processes, skills, and staffing to support the data gathering, compilation, reporting, and customer response requirements of the contractor performance management program defined in **Attachment A**.

The successful proponent(s) will be responsible for executing the delivery of the transportation services described above. These services will be planned by the Student Transportation Services Branch (STSB), which will be the responsible agency for any contract resulting from this RFP. In this role, the STSB will execute the DOE Contract Performance Management Program (CPMP) and will be responsible for the development, updating, and distribution of all required bus scheduling and routing information to the successful proponents.

2. Contract Term

The initial period of performance for any contract resulting from this solicitation will be seven (7) years beginning August 1, 2017 and ending on May 31, 2024. Subsequently, the contract may be extended by mutual agreement of the contractor and DOE for up three (3) one (1) year periods, resulting in a maximum potential period of performance of ten (10) years.

3. Service Volume by Location

The required transportation services have been allocated to three (3) separate service clusters. These service clusters have been established on the basis of geographic, logistical, and volume considerations. The estimated volume of service required in each cluster is summarized in Table 1. These are the volume estimates on which the proponent is to base their proposal, and is the baseline from which any contractual adjustments will be calculated over the term of the agreement. A more detailed listing of all current bus routes that align with these summary statistics is included as **Attachment C** to this RFP. The number of school service days will also vary somewhat by type of service and school location. **Attachment D** to this RFP includes a listing of the current service days by school that align with each of the current bus routes.

Table 1 – Service Cluster Volume Estimates

Clusters	1-Waimea	2-Kapaa	3-Kauai
Location/ Description:	Kekaha, Waimea, Hanapepe, Eleele & Kalaheo	Heena, Hanalei, Princessville, Kilauea, Anahola, Kawaihau, Kapaa & Wailua	Wailua, Hanama'ulu, Lihue, Puhi, Koloa, Omao, Lawai & Kalaheo
Count of School Buildings Served:	5	5	5
Count Regular Education Buses:	15	21	15
Count of Special Education Buses:	4	4	6
Total Buses in Service:	19	25	21

4. Proposal Options – Service Volume & Award

All contract awards pursuant to this procurement shall be for the entirety of each individual service cluster as defined. Vendors must submit a proposal for each of the clusters as defined in Table 1 for which it intends to bid. Therefore, if a company wishes to submit for three clusters, it will be required to submit three separate cost proposals.

Within these constraints the proponent may, at its sole discretion, choose to submit a proposal to provide service in one, two, or all four of the identified service clusters. The proponent's choice is limited only by the description provided in each of the following lettered options.

Proposal Option A — *Multiple clusters, unlimited award*
The proponent may choose any combination of service clusters on which to propose. The proposal and pricing will be evaluated competitively and separately against all of the other proponents submitting a proposal for service in each of the individual service clusters identified by the proponent. The proponent may be successful in all, some, one, or none of the clusters for which it submitted a proposal. However, the State shall award no more than two (2) clusters or eighty percent (80%) of all buses to any single proponent.

Proposal Option B — *Multiple clusters, limited award*
The proponent may choose any combination of service clusters on which it wishes to propose. However, in this option the proponent must choose a maximum number of route buses it is willing to operate. The proposal pricing will be evaluated

competitively and separately against all of the other proponents submitting a proposal for service in each of the individual service clusters identified by the proponent. The proponent will be considered for award wherever it is the highest rated up to, but not to exceed the maximum allowable number of route buses identified by the proponent. No service cluster will be subdivided to achieve either the minimum or the maximum. The DOE will be the sole determinant of which service clusters will be awarded should the proponent be the highest rated in a combination of clusters that would exceed the proponent-defined maximum number of route buses.

Proposal Option C — *Single cluster, single award*
The proponent may choose a single service cluster on which to submit a proposal. The proposal will be evaluated competitively against all of the other proponents submitting a proposal for service in that service cluster.

5. Proposal Options – Proponent Alignments

Only one (1) proposal per cluster may be submitted by any proponent. Therefore, an offeror may choose to submit a proposal for one cluster, and be part of a cooperative venture for another. It may not submit a proposal for a cluster as a sole entity and also be part of a cooperative offer for the same cluster. The proponent must be a single legal entity. Within these constraints, the State encourages the development of creative solutions and proponent combinations that will enhance the efficiency and operating effectiveness of the service. This includes the use of local subcontracted services wherever feasible and practical. In particular, the State encourages, but does not require, the use of existing local vendors for vehicle repair and maintenance services.

C. SOLICITATION PROCESS, PROPOSAL EVALUATION, & VENDOR SELECTION

1. Calendar of Events

This procurement is being conducted on an extended timeline to facilitate the submission of comprehensive, thoughtful, thorough proposals and to permit an extended timeframe from award to the start of services. A limited start will be required to support Extended School Year programs at the end of the 2016/17 school year, with all services to commence with the beginning of the 2017/18 school year. Table 3 outlines the major milestones in this process.

Table 3 – Calendar of Events

Milestone	Date
Public release of Request for Proposals	July 20, 2016
Mandatory Proposal Conference	July 26, 2016
Final date to submit questions	July 29, 2016

Milestone	Date
RFP Addenda No. 1 Released	August 5, 2016
Proposals submissions due to DOE	October 5, 2016
Mandatory onsite interviews	October 19-20, 2016
Notice of award(s) (approximate)	November 1, 2016
Contract start date	July 1, 2017
Services commence	August 1, 2017

The following notes and explanations are provided for each of the identified milestones in the Calendar of Events:

Mandatory Proposal Conference – Attendance at this conference is MANDATORY for any proponent intending to submit a proposal. Attendance can be in-person or via teleconference. The location and time for the conference are as follows:

Time: 9:00 AM to 11:00 AM HST

Location: McKinley Community School for Adults, Room 110
634 Pensacola Street, Honolulu, HI 96814

For organizations that will attend via web or teleconference:

- For the audio portion of our meeting you will need to dial (808) 587-4300, or (866) 254-4555, then enter the conference code of 7039# when prompted. After entering the conference code, please announce your name so we know who is entering this meeting.
- Organizations connecting via WebEx web conferencing services must submit an email address to Mr. James Kauhi at James_Kauhi@notes.k12.hi.us no later than July 22, 2016 at 4:00PM HST in order to receive an invitation to the session.

Final date to submit questions – This is the final date on which questions regarding the RFP will be accepted by the DOE. Questions may be emailed, sent via regular mail, or faxed to (808) 586-3146. ***All inquiries must be clearly marked to the attention of Christian Butt, and reference this RFP***. Any exceptions to the proposed specifications or the items in the Request for Proposals must be identified in the submitted questions. The answers to all questions will be addressed to all registered proponents.

RFP Addendum No. 1 Released – Addendum No. 1 to the RFP will include answers to all questions submitted by the due date, and will make any required modifications to the RFP on the basis of feedback received during the Proposal Conference or as a result of questions received. Subsequent addenda may be released if the State determines that further clarifications are required.

Proposals submissions due to DOE – Proposals must be received at the location and by the time indicated on page 1 and page 2 of the RFP. Late proposals will not be evaluated and will be returned unopened to the proponent.

Mandatory interviews – The DOE will require an onsite presentation of the top two proponents' proposals for each cluster and interview of key staff as part of the selection process. These interviews will be conducted on Oahu and will be scheduled on the dates indicated in the Calendar of Events.

Notice of award(s) – The DOE will publicly announce the award of contract(s) to the successful proponents on the date indicated in the Calendar of Events.

Contract start date, services commence – This will be the effective date of the contracts. The successful proponents shall be fully prepared with all required resources and services as per the contract. Earlier readiness may be sufficient to support Extended School Year services prior to the start of regular 2017/18 school year services. The State will evaluate readiness for inclusion of any new contractor to provide services and such services will be provided at the contracted rates and at the option of the proponent.

2. Proposal Evaluation & Vendor Selection Process

This is a value-based procurement. The successful proponents must have the demonstrable experience and qualifications, staffing, and financial resources to deliver the required services for the entire term of the contract. Cost will be a significant factor in the evaluation process. However, cost will become a factor only AFTER the proponent is evaluated on the basis of its qualifications, experience, wherewithal, and proposed approach to delivering the required services and resources. The evaluation of proposals and vendor selection process will proceed in accordance with the following sequence:

A. *Determination of Proposal Qualification* – The proposal must be received in good order, with all required forms, tabs, and information as required.

B. *Technical Evaluation* – An evaluation committee will evaluate the proponent's Technical Proposal. The members of the committee will evaluate each proposal individually. The scoring rubric will be applied consistently by all evaluators, to all proponents, and to all proposals.

C. *Cost Evaluation* – AFTER the technical evaluation is completed, the proponent's cost proposal will be opened and the costs analyzed based on a model that extends the proposed prices against the estimated service volume in each identified category on **Attachment B** to this RFP (pricing forms). Points will be assigned by formula in accordance with the following criteria:

- The lowest cost proponent in each individual service cluster, as measured by the estimated total aggregated annual cost, will receive the maximum available points.
- Each proposal that has a higher cost factor will receive a proportional share of the points available based on the comparative total aggregated annual cost. The points allocated to all proposals other than the lowest cost proponent will be equal to the lowest cost proponent proposal multiplied by the maximum points available for price, divided by the estimated total aggregated annual cost.
- This process will be applied to both the home to school cost and the proposed supplemental services cost per cluster.

D. *Determination of Preferred Vendor(s)* – The Technical Proposal score from each evaluator will be averaged to arrive at the final Technical Proposal score for each proponent. This will be combined with the Cost Proposal score for the same proponent and service cluster combination to arrive at the proponent's total score. The proponents will then be ranked within each of the three service clusters. The top scoring proponent will become the preferred vendor in each cluster. The DOE will then apply any volume restrictions provided by proponents submitting an Option B proposal, elevating the next highest scoring vendor to the preferred vendor category, as required.

E. *Mandatory Interviews* – After reviewing the results of the evaluation, the preferred and next highest scoring proponent in each cluster will be invited to an interview with the evaluation committee in Honolulu. The purpose of these interviews will be to clarify and expand upon any element of the proponent's submission. The results of these interviews may be used by any individual evaluator to reassess and adjust their scoring of the Technical Proposal. The final point totals for the interviewees will be compared again to assess whether the preferred vendor position has changed.

F. *Notice of Award* – the final results will be shared with the preferred vendors and with the next highest scoring vendor in each service cluster.

The evaluation criteria to be applied and point totals available by section will align with the parameters established in Proposal Submission Requirements section below.

D. PROPOSAL SUBMISSION REQUIREMENTS

1. Instructions to Proponents

A. GENERAL

Proponents shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. The following definitions are used in the solicitation documents:

Hawaii Business §3-122-112 HAR: A Proponent who is registered and incorporated or organized under the laws of the State is a "Hawaii Business" and eligible for an award.

Compliant non-Hawaii Business §3-122-112 HAR: A Proponent not incorporated or organized under the laws of the State, but is registered to do business in the State and complies with or is exempt from the requirements of §3-122-112 HAR, is a "Compliant Non-Hawaii Business" and eligible for an award.

Non-compliant Proponent: If a Proponent is a non-Hawaii business and is not registered with the DCCA Business Registration Division (BREG) or cannot comply with §3-122-112 HAR, than the Proponent is non-compliant and is ineligible for an award.

Proponents shall submit the sealed proposal Pricing Forms (**Attachment B)**, Hawaii business certificates, and all other documents required with all pages and sections clearly numbered or referenced.

Elaborate bindings, displays, and promotional material are neither required nor desired unless they add significant information to the Proponent's response. Additional information not specifically required for submittal must be provided in clearly labeled Appendices to the proposal.

The contract template General Conditions (**Attachment A**) set forth additional terms and conditions for the RFP and award process. The General Conditions will be part of the contract documents by which the State and the Proponent will be bound. Proponents are directed to the General Conditions for contract and statutory requirements and for Execution of Contract Requirements. Proponent is also directed to the Special Conditions of the contract template for these specifications for definitions and modifications to the General Conditions.

Where a Proponent qualified for this RFP using a sub-contractor's qualifications, any request to substitute the sub-contractor upon which a Proponent's qualification status is based must be requested in writing to the DOE and must provide information certifying that the new subcontractor meets or exceeds the qualifications of the subcontractor that is being replaced.

B. DISQUALIFICATION OF PROPOSALS

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP, and which demonstrate an understanding of the scope of services required. The State reserves the right to reject, in whole or in part, a proposal which is not in the best interest of the State. Any proposal not meeting the guidelines and requirements outlined, or offering terms and conditions contrary to those included in this RFP, may be rejected without further consideration.

The selection criterion assures the DOE of the Proponent's qualifications. The requirements do not allow for any exceptions. Any qualifications that are missing or lacking supporting documentation represent a non-conforming submittal.

C. CONFIDENTIAL INFORMATION

If a person believes that any portion of a response contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and provided with justification to support the confidentiality claim. Pricing information is not considered confidential and will not be withheld.

A Proponent shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the response, be clearly marked and shall be readily separable from the rest of the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

Pursuant of HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Office of the Attorney General and make a written determination in accordance with Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

D. TERMS AND CONDITIONS

Proposals must be submitted using the instructions in this RFP.

All proposals must comply with Section 3-122-112, Hawaii Administrative Rules (HAR).

2. Technical Proposal – 60 Points Available

Each section of the proposal will be evaluated based on the number of points identified for each respective tab described below. The evaluation process will include each proposal being reviewed by an appointed evaluation committee. Those proposals that are determined to be responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each tab. Each of the tabs will be rated based on the following guidelines:

- Complete response with no omissions will receive 100% of available points
- Minor omissions will receive 75% of available points
- Many minor omissions or a major omission will receive 50% of available points
- Many major omissions or major deficiency will receive 25% of available points
- Incomplete or missing response will receive 0 points

Tab 1 Transmittal Letter – Total points available is three (3). Shall not exceed one (1) page:

Provide a proposal cover letter on company letterhead, dated and signed by the proponent's authorized representative. Provide a brief introduction to your company. Include a definitive statement as to the Proposal Option being submitted and a list of the clusters on which you are proposing.

Tab 2 Executive Summary – Total points available is three (3). Shall not to exceed five (5) pages:

Address, in summary form, the major elements of your proposal that you would like to highlight for the reviewers' attention, and any aspect of your company's service offering that you feel is not adequately addressed elsewhere within the required proposal format.

In addition, the following three specific questions must be addressed under separate headings within this section:

- What makes your company, and your proposal, uniquely well suited to the State's requirements?
- What specific elements of your proposal do you believe will exceed the State's service requirements?
- What factors differentiate your company's approach to service delivery from that of your competitors?

Tab 3 Qualifications & Experience – Total points available is nine (9). Shall not to exceed five (5) pages:

Utilize this section to describe your company's qualifications and experience as it relates to the required services. No specific format is required, but this section must address, at a minimum, the following elements:

- Corporate lineage in the provision of student transportation bus services
- A brief description of comparable and currently active service delivery contracts being operated by the company
- The total number of school buses operated by the company
- The total number of student transportation clients served by the company
- Any relevant company qualifications or experience outside of the student transportation industry

Tab 4 References and Testimonials - Total points available is six (6). No page limitation:

Provide the following specific information:

- No less than one (1) and no more than three (3) letters of references directly relevant to the type of service required for contracts currently in force or completed within the past three (3) years.
    - Complete client contact information may be substituted for up to two (2) letters of reference.
- If applicable, a brief description of a contract that was lost or not renewed and why it was lost.

Tab 5 Proponent's Service Approach – Total points available is nine (9). Shall not to exceed ten (10) pages.

Under separate headings, provide a summary description of how your company will approach the following aspects of service delivery. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your proposed service approach:

- Management philosophy
- Driver recruitment, retention, and training
- Daily operations (driver assignment, dispatch, on-road supervision, etc.)
- Use of information technology

In addition, fully describe and quantify where possible how your company will ensure the following relative to the State's service requirements:

- Accountability

- Reliability
- Responsiveness
- Efficiency

Tab 6 Proponent's Commitment to Safety – Total points available is fifteen (15). Shall not to exceed five (5) pages.

Under separate headings, address (at a minimum) the following specific questions. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your commitment to safety:

- What are the most relevant aspects of your company's safety program?
- How does your firm measure its safety success?
- How has that measurement or metric changed over the past three years?
- How does your firm ensure operations are safe from day to day?

Tab 7 Vehicles & Fleet Management – Total points available is three (3). Shall not to exceed five (5) pages.

Under separate headings, address (at a minimum) the following specific questions. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements vehicle and fleet management program.

- What types and age of vehicles to you propose to provide?
- How you intend to meet (or exceed) the contract's fleet equipment and age requirements (e.g., fleet replacement program description)?
- What are the particular strengths of your company's fleet inspection, maintenance, and repair program?

Tab 8 Proponent's Staff – Total points available is three (3). Shall not to exceed five (5) pages, excluding bios.

Provide the required information:

- Provide a proposed organizational chart to deliver the proposed services.
- Provide a description of your firm's capacity to accept the proposed work and to deliver on all of the service requirements.
- Provide brief biographical information for the key management personnel you expect to assign to the proposed services.

Tab 9 Transition Plan – Total points available is three (3). Shall not to exceed five (5) pages.

Provide a summary description of the process you will follow to initiate operations and prepare for the start of service delivery to include, at a minimum, the following elements. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your proposed transition plan.

- Facility identification & acquisition

- Fleet acquisition
- Management and driver staffing
- Service location familiarization (schools, geography, etc.)
- Client communications during the transition

Tab 10 Financial Stability - Total points available is four (4). No page limitation

Provide the following required information:

- A sample certificate of insurance that meets the contract requirements
- Income statements and balance sheets or tax returns for past two years
- Describe your source of capital or financing for vehicle procurement and working capital needs, with substantiation

Tab 11 APPENDIX: Additional Information – Total points available is two (2). No page limitation.

Provide specific, page referenced supporting detail to Tabs 5, 6, 7, and 9 as required or deemed desirable by you. Also, at your sole option, you may describe any other important elements of your company's operations or other important factors you do not consider to be adequately addressed elsewhere in the required proposal format.

3. Cost Proposal – 40 Points Available

A total of 36 points will be applies to the home-to-school service pricing. A total of 4 points will be applied to the average "Hourly driving rate for supplemental services" rate provided in **Attachment B.**

No pricing information is to be included in the proposal. One hard copy of **Attachment B** or an exact replica, in its entirety, with all required information must be included in a separate, marked, sealed envelope as part of the proponent's submission.

For purposes of this RFP, bidders are directed to use the Type II requirements per Hawaii Administrative Rules Title 19, Chapter 143 for all references to Special Needs buses with a minimum capacity of 12 passengers and a maximum manufacturer rated seating capacity of 24; and to use the Type I per Hawaii Administrative Rules Title 19, Chapter 143 requirements for all references to Regular Home-to-School buses with a maximum manufacturer rated seating capacity of 72.

E. List of Attachments

Attachment A – Contract Template
Attachment B – Pricing Forms
Attachment C – Route Descriptions
Attachment D – School listing
Attachment E – Student Transportation Services Branch Standard Operating Procedures and baseline camera specifications

Attachment A – Student Transportation Contract Template
Template Documents

Notice to proponents: The standard State of Hawaii form of contract will be utilized in this procurement. The consolidated contract document will consist of the following templates, followed by the detailed Scope of Services Specifications*, the* Special Conditions *that apply to this contract, the standard* Hawaii General Conditions*, and any subsequent exhibits to the contract.*

The template documents will include the following:

1. Cover page
2. Contract document template for "Goods or Services Based Upon Competitive Sealed Proposals" (form ag004-1a)
3. Contractor's Acknowledgement (form ag009) available for download at:
4. Contractor Board of Directors resolution for signature authority, or equivalent
5. Contractor insurance certificate, per requirements in contract specifications
6. Contractor Certificate of Vendor Compliance – available through Hawaii Department of Taxation
7. Contractor Standards of Conduct Declaration (form ag010)

Attachment A - Student Transportation Contract
Service Specifications

1) Student Transportation Service Requirements

a) Legal Compliance

i) The Contractor will comply with any and all applicable federal, state, county, municipal, and local laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement that pertain to the provision of student transportation services to the Department.

ii) This compliance includes every aspect of student transportation service provision including, but not limited to: school buses and related vehicles; school bus equipment; school bus licensing; employee training; employee certification; driver licensing; employee background checks; employee drug and alcohol testing; first aid certification; emergency preparedness; environmental compliance; fueling; traffic and parking; and others.

iii) The Contractor is responsible for having full knowledge of all such laws, statutes, ordinances, Board of Education policies, and Department of Education regulations at all times over the term of this Agreement.

iv) The Department is responsible for providing an official copy of all applicable Board of Education policies and Department of Education regulations to the Contractor prior to the initial execution of this Agreement.

b) Transportation Service Provision – Programs, Types, and Volume

i) The Contractor will provide home to school and school to home transportation service for all regular education and special needs students defined as eligible for Transportation and assigned to the Contractor by the Department under this Agreement. This may also, at the Department's direction, include mid- and/or post-day routing between schools and specific educational programs before, during, or after the regular school day.

(1) The Department reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may increase or decrease the amount of service to be provided in accordance with this requirement.

(2) The number of vehicles to be operated by the Contractor in accordance with this requirement may increase or decrease by ten (10) percent per year at the prices established in this Agreement. A change of more than ten (10) percent will require the Contractor and the Department to renegotiate prices for the balance of the Agreement term.

ii) The Contractor will provide such additional and supplemental Transportation services as may be required by the Department including, but not limited to: co-curricular; activity; athletic; late or extended day; vocational; and special programs.

(1) The volume of services to be provided in accordance with this requirement will vary based on demand, and will not be specifically assigned to any one Contractor.

(2) All services provided in accordance with this requirement will be provided on a per-request basis. The Contractor may accept or decline to provide the service on a per-request basis. All requests for service accepted by the Contractor under this requirement will be provided at prices not to exceed those established in this Agreement.

c) Transportation Service Provision – Operating Parameters

i) The Contractor will provide Transportation in conjunction with certain parameters established by the Department as Board of Education policies, Department of Education regulations, and Student Transportation Services Branch Standard Operating Procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of the Department.

ii) The Department's current transportation operating parameters shall be provided to the Contractor and may be modified at any time over the term of this Agreement at the sole discretion of the Department.

iii) The Department will assign routes and route packages to the Contractor in conjunction with the services referenced in this Agreement and the Agreement's supporting Exhibits. The Department is responsible for the development and administration of the planned routes and route packages. The Contractor is responsible to be fully aware of the parameters under which the service was planned and to communicate with the Department if recurring problems, issues, or exceptions are noted with any route or route package assigned to the Contractor.

iv) The Contractor is to perform the routes and route packages as assigned by the Department, except that:

(a) Deviations may occur irregularly based upon:

(i) A particular day's riders or schedule or weather

(ii) Unforeseen traffic situations or incidents

(iii) The bus driver or Contractor's contention that following the prescribed route creates an unsafe circumstance

(b) The Contractor will report, when recurring for three (3) consecutive school days and in a manner acceptable to the Department, the following exceptions associated with performing the routes as designed:

(i) Zero (0) riders at morning or afternoon bus stops

(ii) Late arrival at a particular school in the morning of ten (10) minutes or more

(iii) Late departure from a particular school in the afternoon of ten (10) minutes or more

(c) The Contractor will immediately report in a manner acceptable to the Department, the following exceptions associated with performing the routes as designed:

(i) Road closure causing a route deviation

(ii) Any route turns, turnarounds or route paths that should be altered to reduce unnecessary travel or minimize potentially unsafe circumstances

(iii) Any bus ridership that is beyond the parameters established as acceptable by the Department

v) The Department will make every effort to notify the Contractor of route changes at least two (2) school days before the change is to occur.

vi) The Contractor will comply with route change orders from the Department within two (2) school days of notification.

vii) The Department will provide access to route data such that the Contractor can fulfill its service obligations.

2) <u>Contractor Accountabilities & Responsibilities</u>

a) Safe Service

i) Student, Department employee, constituent, and Contractor employee safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.

ii) The Contractor shall immediately inform the Department of any Department policies, regulations, procedures, or practices that may conflict with safety prioritization.

iii) The Contractor shall not intentionally compromise safety in order to achieve any of the requirements of this Agreement.

iv) The Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.

v) The Contractor will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Agreement.

b) Appearance of Contractor Resources

i) The appearance of the Contractor's vehicles, facilities, work areas, and employees will meet the higher of 1) standards specified by the Department in an Exhibit to this Agreement, or 2) customary and reasonable standards for the student transportation industry.

ii) The Department may, at its sole discretion and at any point over the term of this Agreement, impose specific dress, condition, or cleanliness standards upon the Contractor as the Department may deem appropriate.

c) Contractor Employee Conduct

i) The conduct of Contractor's employees will meet the higher of 1) standards specified by the Department in an Exhibit to this Agreement, or 2) customary and reasonable standards for the student transportation industry.

ii) The Contractor will be responsive to written direction provided by the Department as to any personnel or conditions deemed to be insufficient relative to these standards.

iii) The Department may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if the Department

determines that the Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by the Department have been unsuccessful.

iv) The Contractor must comply with any Department request for the removal of an employee providing service under this Agreement if such removal is deemed to be in the best interest of the Department, and on submission of written documentation to the Contractor documenting the reasons for the request, and if the Department determines that the Contractor's repeated and progressive efforts to resolve the issue have not been successful.

d) Contractor Vehicles

i) The Contractor will provide school transportation vehicles of sufficient number, quality, and dependability to perform Transportation Services within the requirements of this Agreement, including, but not limited to the Legal Compliance and Minimum Service Level Criteria paragraphs of this Agreement, and the following:

(1) The average age of the Contractor's fleet of regular route and spare vehicles shall not exceed nine (9.0) years.

(2) No Contractor vehicle regularly assigned to a scheduled route shall exceed fifteen (15.0) years in age.

(3) The fleet age requirements of this section shall not apply to additional and supplemental Transportation services provided under this Agreement.

(4) The age of each vehicle shall be measured from the date the vehicle was first placed in service as a new vehicle.

(5) The Contractor will adhere to a minimum spare vehicle requirement of ten (10) percent of the total regular daily routes operated.

(6) The Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.

ii) The Contractor will submit an inventory of their vehicle fleet to be assigned to the provision of services under this section of the Agreement, with content and in a format acceptable to the Department, a minimum of one-month prior to the commencement of services under this Agreement, and at least one-month prior to each subsequent annual anniversary date of the Agreement.

iii) The Contractor will provide all of the vehicle equipment required to provide Transportation. This may include, but is not limited to: wheelchair lift-equipped vehicles; wheelchair tie-downs; and other special equipment.

iv) Each Contractor vehicle will be equipped with two-way voice communications to the Contractor dispatch facility.

v) Each Contractor vehicle will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to the Department. The data available to the Department must, at a minimum, enable calculation of the Minimum Service Level Criteria of this Agreement, and adequately support the Department's Contract Performance Management Program.

vi) Each Contractor vehicle will be equipped with a minimum of two (2) digital video cameras of a type and quality sufficient to specifications established by the Department in Attachment E. The cameras must be able to, at a minimum, see the length of the bus from front to rear and be capable of recording activity at the loading door. The data available to the Department must, at a minimum, allow authorized DOE personnel to view and store video recordings, and adequately support the Department's Contract Performance Management Program.

e) Software, Hardware and Related Technologies

i) The Contractor will provide the software, hardware and technical services necessary to:

(1) Connect to the Department's designated online data systems via internet-based portals, as required.

(2) Provide the Department with electronic access, via electronic file transfer or direct data system access, to the Contractor's AVL/GPS data.

(3) View and store as required data from digital video cameras.

(4) Enable future acquisition and implementation of live student tracking technology.

ii) If providing direct data system access to Contractor systems, the Department's access to data will be restricted so as not to interfere with the integrity of the data system or with the Contractor's operations, and can be limited to ensure the privacy of Contractor information unrelated to this Agreement.

f) Pre-service Route Verification

i) The Contractor will perform one dry-run, defined as operating each bus at the scheduled times but without students on board, for each assigned route and route package not less than ten (10) days preceding the first day of school in each school year falling within the term of this Agreement. This process will be coordinated with Department officials who may monitor the process without restriction. The Department and Contractor will meet within one (1) day following completion of each dry-run to assess the outcome of the dry run.

ii) The Contractor <u>shall not be compensated</u> for the dry run.

iii) If the Department deems, at its sole discretion, that an additional dry-run is necessary, the Department may require one additional partial or full dry-run to be performed for any route or route package. In that event, the Department will be responsible for compensating the Contractor at a rate of eighty-five (85) percent of the contractual rate per day per bus operated.

g) Other Contractor Responsibilities

i) The Contractor will be responsible for providing all services related to the provision of Transportation Services not otherwise noted in, and not specifically reserved for the Department by this Agreement. No additional compensation shall be provided for these services. These services include, but shall not be limited to:

(1) Coordination of student behavior management on school buses with school officials

(2) State and Department mandated data collection and reporting

(3) Accident investigation

(4) Customer service activities to the Department, school officials, parents and guardians

h) Cooperation with Department

i) The Contractor will work cooperatively with the Department to ensure safe, effective, and efficient Transportation Services throughout the term of this Agreement. The Contractor will be responsive to the Department's requirements for unscheduled bus or rider-related events and special requests. No additional compensation shall be provided for complying with these requests. These requests may include, but shall not be limited to:

(1) emergency preparedness activities

(2) student or community safety matters

(3) student or community health matters

ii) If other services or issues arise that are previously unaddressed by the Department, the Contractor will make a good faith effort to address or resolve such until the matter can be referred to the Department.

i) Insurance requirements

i) Insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Service Office (ISO) policies, forms and endorsements.

(1) Commercial General Liability: The Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

- $2,000,000 each occurrence;

- $2,000,000 general aggregate on a "per project" basis;

- $2,000,000 products and completed operations aggregate.

(2) Automobile Liability: The Contractor shall maintain business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos). Such insurance shall have these minimum limits and coverage:

- $2,000,000 combined single limit.

(3) Workers' Compensation: The Contractor shall maintain workers' compensation and employer's liability insurance that comply with statutory limits

3) Contractor Performance

a) Contract Performance Management Program

i) **Attachment A, Exhibit B** provides a description of the Department's Contract Performance Management Program. The Contractor will be an active participant in, and will be responsive to the requirements of this program.

ii) The Contract Performance Management Program is a non-punitive, joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve Transportation service delivery in a continuous improvement cycle.

b) Minimum Service Levels and Standards of Performance

i) In addition, and as a supplement to the Contract Performance Management Program, the Contractor will be responsible for meeting or exceeding certain minimally acceptable service levels and standards of performance. The Contractor will monitor, track, account for, and report to the Department the data and information required to determine the Contractor's success in meeting or exceeding the established standards.

ii) The Contractor will comply with three minimally acceptable standards of performance. For the purpose of this section, a bus route is defined as either the morning or afternoon component of a regularly planned and assigned daily bus route as provided to the Contractor by the Department.

(1) No more than two (2) percent of all bus routes operated by the Contractor in each week of the service month shall be delayed or missed as a result of the Contractor's inability to provide an adequate number of qualified bus drivers or monitors as defined within this Agreement. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that must be serviced by another means as a result of the Contractor's failure to provide a qualified driver or monitor in a timely manner.

(2) No more than two (2) percent of all bus routes operated by the Contractor in each service week shall be delayed or missed as a result of mechanical problems with the Contractor's assigned vehicle. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that is delayed over the course of its scheduled route as a result of a mechanical problem with the assigned vehicle.

(3) The Contractor shall report every incidence of delay as defined in subparagraph (1) and (2) of this section to the Department within fifteen (15) minutes of occurrence in a manner and format acceptable to the Department. This is a zero tolerance standard of performance.

iii) The Contractor is responsible for recording and tracking all data and information required to calculate Contractor performance relative to the minimum service levels and standards of performance. These data will be provided to the Department not later than the 15th of each month for service completed in the prior service month. The data and information will be submitted in a verifiable manner and format acceptable to the Department.

iv) If a non-compliance situation occurs, the Contractor is considered to be automatically on notice whether or not the Department sends a formal written notice.

v) The Contractor will comply with Department directives to improve operations and outcomes that fall below the established standards.

c) Performance Withholding

i) The Department may impose a **Minimum Service Level Performance Withholding** factor for non-compliance with the Minimum Service Levels and Standards of Performance.

(1) The Department may defer payment of up to one (1) percent of the Contractor's next regular monthly Transportation Services invoice for any single weekly instance of non-compliance.

(2) The Department may defer payment of up to three (3) percent of the Contractor's next regular monthly Transportation Services invoice should non-compliance continue for two consecutive service weeks.

(3) The Department may defer payment of up to seven (7) percent of the Contractor's next regular monthly invoice should non-compliance continue for three consecutive service weeks.

(4) The Department may defer payment of up to ten (10) percent of the Contractor's next regular monthly invoice should non-compliance continue for four (4) consecutive weeks.

ii) The number of withholding instances is unlimited, and may be repeated for each instance of non-compliance with the Minimum Service Levels and Standards of Performance requirements.

iii) The withheld amount may be paid in full to the Contractor if the non-compliance factor resulting in the Performance Withholding instance is cured to the satisfaction of the Department following the deferral decision.

iv) If the non-compliance factor is not cured to the satisfaction of the Department following the deferral decision, the Department may retain the withholding without obligation to pay the Contractor the withheld amounts.

v) The Department will notify the Contractor in formal letter delivered via a traceable method to the address of record for the Contractor contained in this Agreement if a decision to retain a Performance Withholding is reached.

d) Contractor Fiscal Efficiency

i) The Contractor will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes and route packages assigned to the Contractor by this Agreement. Where feasible, the Contractor will identify opportunities to modify, pair, combine, or repackage bus routes with the objective to perform Transportation services in the most efficient and effective manner possible. If identified, such opportunities will be communicated to the Department not later than one (1) week following the identification. At a minimum, the Contractor will submit a written report to the Department, to accompany each regular invoice submission, summarizing the opportunities identified in the period covered by the invoice or, if no opportunities were identified, making an affirmative statement attesting to this fact.

ii) The Contractor will immediately notify the Department, in a manner deemed acceptable by the Department, of any new programs or services that are requested of the Contractor by school officials or representatives, including any school building or program bell time changes. The Contractor shall not fulfill such requests until and if authorized by the Department.

4) <u>Basis for Contractor Compensation</u>

a) Daily Bus Service Time

i) The Contractor's pricing for Transportation will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The Department will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time**. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the Department. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.

(1) Vehicle operating time expended transiting from the Contractor's assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day shall not be included in the Daily Bus Service Time.

(2) Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor's assigned vehicle parking location in either the morning or afternoon component of the service day shall not be included in the Daily Bus Service Time.

(3) Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

(4) Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

(5) Daily Bus Service Time is calculated in accordance with scheduled route data as determined by the Department and operated by the Contractor following all of the requirements of this Agreement.

(6) Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.

(7) Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.

(8) Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the Department and adjustment to the scheduled route data. The Contractor must report recurring variances to the Department immediately on their identification notwithstanding any other reporting requirements of this Agreement.

b) Route Packages

i) The Daily Bus Service Time will be comprised of a package of routing components as determined by the Department. Route components may include any combination of regular or special needs students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.

ii) Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.

iii) Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.

iv) Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.

v) The Department will schedule some routing components on a recurring, but not on a daily basis. The Department will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.

vi) Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an additional supplemental service for compensation purposes.

vii) Morning and afternoon route packages will be paired as efficiently as possible by the Department, with the morning and afternoon schools and programs served being the same, to the extent feasible.

viii) The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

c) Time Gaps in Service Requirements

i) When any individual morning, mid-day, afternoon or post-day routing component cannot be assigned to a route package such that the wait time before or after another contiguous component would exceed thirty (30) minutes, the Department will have the option of either treating the component as part of the Daily Bus Service Time or an additional supplemental service for the purpose of compensation. If the Department opts to include the routing component in the Daily Bus Service Time, the time gap will be included in the daily service

time and the mileage between the components will be included in eligible service miles for fuel cost adjustment purposes.

ii) The Contractor shall not invoice the Department for any service time more than once.

d) Pricing Elements

i) The Compensation and Payment Schedule provides a matrix describing each element for which the Contractor will be provided compensation and the rate of compensation associated with each element.

ii) The Contractor is guaranteed compensation for a minimum Daily Bus Service Time of three and one-half (3.5) hours for each vehicle assigned to a regular routing package under this Agreement. Any Daily Bus Service Time of three and one-half (3.5) hours or less will receive this rate of compensation.

iii) Additional compensation for Daily Bus Service Time in excess of three and one-half (3.5) hours will be provided based on the regular service incremental hourly rate, calculated in fifteen (15) minute increments.

iv) Compensation for additional supplemental services will be provided for each instance of service, at the rates specified in the Agreement's Compensation and Payment Schedule.

v) The Department reserves the right to alter, add, or delete route components or route packages at any time within the requirements specified by this Agreement.

vi) The Department will compensate the Contractor for each regular education and special education route package for the actual number of days transported.

vii) The Contractor and the Department shall keep accurate records of all services provided. , and shall be detailed on each Contractor invoice submitted.

5) <u>Invoicing and Compensation Adjustments</u>

a) Invoicing

i) The Contractor will receive an invoice from the Department at least once, and not more than twice per month. The invoice shall be received not later than five business days following the last service day of the month.

ii) The invoice will include sufficient information and detail to support the amounts billed, and will reconcile to this Agreement.

iii) The invoice will be received, reviewed, and approved by the Contractor within three business days of receipt. If the Department does not receive any notice from the Contractor after three business days, the Department will assume that the Contractor approves the amount due.

iv) If the Contractor notifies the Department of an error on the invoice, the error will be reconciled and the invoice revised within two days of receiving notice. A revised invoice will be submitted to the Contractor for review and approval. The Contractor will have one (1) business day to review the revised invoice. If the Department does not receive any notice

from the Contractor after one business day, the Department will assume that the Contractor approves the revised amount due.

b) Annual Price Escalators

i) All prices shall be adjusted upward or downward annually based upon the United States Bureau of Labor Statistic's Consumer Price Index for Urban Wage Earners and Clerical Workers for Honolulu Hawaii (A426) issued in January of each year covered by the term of this Agreement for the following service year.

ii) Any upward adjustment:

(1) Shall not exceed three (3) percent if the previous year increase was one (1) percent or more.

(2) Shall not exceed four (4) percent if the previous year increase was less than one (1) percent.

iii) Any downward adjustment shall not exceed negative two (-2) percent.

c) Fuel Cost Adjustment

i) The Contractor will purchase and provide fuel for all Transportation services provided.

ii) The Contractor's fuel costs will be limited to a targeted maximum threshold of $4.25 per gallon. The actual fuel cost overage (if any) will be calculated by the Department as follows and added to the Contractor payment:

(1) The Monthly System-Wide Cost per Gallon will be determined by referencing the AAA Daily Fuel Gauge Report, Hawaii Average, Wailuku website at:

http://fuelgaugereport.aaa.com/states/hawaii/hawaii-metro/

(a) Determine the average price for the four (or five) weeks reported for the calendar month to be invoiced.

(b) Subtract $4.25 from the Monthly System-Wide Cost per Gallon

(c) Subtract the federal fuel excise tax from the difference of the average price and the Monthly System-Wide Cost per Gallon

(d) This provides the cost in excess of the targeted cost per gallon, or the Cost per Gallon Recovery Amount

(2) Determine the number of Contractor gallons eligible for cost recovery

(a) Determine the number of miles operated for Department services for the calendar month to be invoiced.

(i) For Type I buses as defined by Hawaii Administrative Rules Title 19, Chapter 143

(ii) For Type I buses as defined by Hawaii Administrative Rules Title 19, Chapter 143

(b) Divide those miles by these fuel consumption rates

(i) For buses with a seating capacity greater than 24, 7

(ii) For I buses with a seating capacity less than or equal to 24, 10

(c) This provides the total Number of Gallons Eligible for Cost Recovery

(3) Multiply the Cost per Gallon Recovery Amount times the Number of Gallons Eligible for Cost Recovery

(4) Add that amount to the monthly payment to the Contractor

d) Ancillary Services and Costs

i) The Contractor will bear all costs associated with performing services not identified in this Agreement or in the Exhibits.

ii) The Contractor will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing Transportation services.

6) <u>Vehicle Disposition Option at Contract Termination</u>

a) Upon expiration of the contract and if the incumbent Contractor has not been renewed then the Contractor has the option of leasing those displaced daily use route and spare vehicles to the Department.

i) The Contractor will notify the Department of this election no later than 120 days from contract expiration.

ii) The Department must agree to lease those daily use route vehicles and a number of spares not to exceed 10% of the daily use route vehicles for a period of 12 months.

(1) The lease amount will be:

(a) A rate of 8% of the average daily rate of the vehicles leased

(b) Multiplied by an assumed 18 compensation days per month (180 school days over 10 months)

iii) During that 12 month period, any entity can purchase vehicles from the Contractor at a procurement price determined as follows:

(1) Reference the most recently issued Yellow Bus School Book, a source of used school bus market values. (www.yellowschoolbusbook.com) as the primary source or a mutually agreed upon valuation if the primary source is not available.

(2) Locate the bus type and model year to determine.

(3) Apply an odometer mileage deduction per the table as necessary

(4) Apply no markup or markdown for time elapsed since book issuance

iv) In the 13th month the Department is obligated to purchase the vehicle according to the preceding valuation, discounted by the total value of all previous lease payments made from under the guidelines established in ii above. If the value of the lease payments exceeded the valuation, no additional payments would be made but the Department would take ownership of the vehicle.

b) The same option is available to the contractor if less than 75% of its current daily route vehicle count has been renewed.

7) Contract Administration

a) Contract Administrator

i) For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator:	James Kauhi
Telephone Number:	(808)586-0170
E-mail Address:	james_kauhi@notes.k12.hi.us

ii) The CA is responsible for:

(1) The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;

(2) Monitoring the contractor's work, documenting the contractor maintains the required insurance coverage (if applicable), resolving disputes and discrepancies, evaluating the work of the contractor, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered;

(3) Executing the Contract Performance Management Program (Exhibit B)

iii) Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.")

b) Contractor administrative requirements

i) Contractor's primary point of contact is as follows:

Name:	_____
Telephone Number:	_____
E-mail Address:	_____

ii) Contractor shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

(1) Change in Contractor's business address or phone number;

(2) Change in Contractor's tax identification number; or

(3) Any other situation that could reasonably be expected to affect Contractor's ability to carry out its obligation under this contract.

8) Exhibits To Scope of Services Specifications

a) **Exhibit A**: Transportation Contract Service Pricing & Contract Time of Performance
b) **Exhibit B**: Contract Performance Management Program

- end of document -

Attachment A - Student Transportation Contract
Compensation and Payment Schedule

1. TOTAL COMPENSATION

In full consideration of the goods delivered and/or the services performed by the CONTRACTOR under the terms and conditions of this contract, the STATE agrees to pay the CONTRACTOR the total sum not to exceed:

_____

2. PAYMENT SCHEDULE

Payment shall be made according to the provisions set forth in Attachment A, sections 4 and 5, and in Exhibit A.

3. AVAILABILITY OF FUNDS

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the
Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

4. FINAL PAYMENT

The final payment on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

a) A tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature will be required for final payment.

b) In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: http://vendors.ehawaii.gov/hce/.

Exhibit A - Student Transportation Contract
Time of Performance

1. CONTRACT TERM

The term of the contract shall be from the effective date of July 1, 2017 through June 30, 2024.

2. CONTRACT RENEWAL

This contract may be extended for not more than three (3) additional twelve-month periods i) upon mutual written agreement of the parties, and ii) prior to expiration of the term of the contract.

Attachment A - Student Transportation Contract
Special Conditions

1. VERIFICATION OF EMPLOYEES

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee, agent, volunteer, or prospective employee working directly with students.

The CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

2. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 24 of the General Conditions, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

While performing under this Agreement, the Contractor may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information maybe in written or oral form, fixed in hard copy or contained in a computer data base or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The Contractor, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the DOE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (Pll) from student education records, signed by HIDOE and the Contractor, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Agreement; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the DOE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the DOE and shall safeguard and protect such documents from unauthorized use, handling, or viewing.
CONTRACTOR shall be liable to the DOE and to any person whose records the CONTRACTOR receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records.
Contractor shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this Agreement.

a) Prior written Approval: CONTRACTOR may not i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
b) In the event of termination of this contract, CONTRACTOR shall return to the STATE all student information received under this contract and further agrees to destroy any and all copies of, or references to, any student information shared by the STATE as a result of this contract.

3. RELIEF AVAILABLE TO THE STATE

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under the law, if the CONTRACTOR is in non-compliance with the contract requirements, the STATE may:

a) Suspend Payments - Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR; and
b) Suspend Referrals - Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE; and
c) Seek Reimbursement - Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
d) Seek Market Value - In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services, or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct form any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

4. EXCLUSION OF SPECIFIC WORKERS

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall

notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing and within ten (10) working days of receipt of the notice. Removal of the employee, agent subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

5. STATE'S GENERAL CONDITIONS

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of this Contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

Attachment A - Student Transportation Contract
General Conditions

All proposals must comply with AG-008 General Conditions (GC) dated April 15, 2009.
The AG-008 General Conditions defines the general terms and conditions used by State Procurement Office and the Attorney General for all contracts associated with this RFP.

Attached is the most recent version of the contract template, General Conditions, Contractor's Acknowledgement, and Contractor's Standard's of Conduct Declaration.

The Proponent shall not assume that any desired changes to the AG-808 General Conditions (GC) will be accepted or approved.

STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship. or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal and state taxpayer identification numbers are as follows: _____
_____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)
or (2) _____
(Identify federal sources)
or both, in the following amounts: State $ _____
Federal $ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number _____ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS ($ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☐ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS ($ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS ($ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

_____
(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____ *
(Print Title)

_____
(Date)

APPROVED AS TO FORM:

_____
Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

GENERAL CONDITIONS

Table of Contents

Page(s)

1. Coordination of Services by the STATE 2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities 2
3. Personnel Requirements 3
4. Nondiscrimination 3
5. Conflicts of Interest 3
6. Subcontracts and Assignments 3
7. Indemnification and Defense 4
8. Cost of Litigation 4
9. Liquidated Damages 4
10. STATE'S Right of Offset 4
11. Disputes 4
12. Suspension of Contract 4
13. Termination for Default 5
14. Termination for Convenience 6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions 8
16. Costs and Expenses 8
17. Payment Procedures; Final Payment; Tax Clearance 9
18. Federal Funds 9
19. Modifications of Contract 9
20. Change Order 10
21. Price Adjustment 11
22. Variation in Quantity for Definite Quantity Contracts 11
23. Changes in Cost-Reimbursement Contract 11
24. Confidentiality of Material 12
25. Publicity 12
26. Ownership Rights and Copyright 12
27. Liens and Warranties 12
28. Audit of Books and Records of the CONTRACTOR 13
29. Cost or Pricing Data 13
30. Audit of Cost or Pricing Data 13
31. Records Retention 13
32. Antitrust Claims 13
33. Patented Articles 13
34. Governing Law 14
35. Compliance with Laws 14
36. Conflict between General Conditions and Procurement Rules 14
37. Entire Contract 14
38. Severability 14
39. Waiver 14
40. Pollution Control 14
41. Campaign Contributions 14
42. Confidentiality of Personal Information 14

GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) **SS.**
_____ **COUNTY OF** _____)

On this _____ day of _____, _____ before me appeared

_____ and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

_____ and _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

_____
(Signature)

_____
(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: _____

_____

_____

(Notary Stamp or Seal)

_____
Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____

Attachment A - Student Transportation Contract
Exhibit A – Pricing Forms

To be added to contract from proposal response.

Attachment A - Student Transportation Contract
Exhibit B - Contract Performance Management Program

Program Assignments & Responsibilities

Responsibility for determining the approach, assigning staff resources, providing oversight, and managing overall contractor relations within this program resides with the Assistant Superintendent, School Facilities and Support Services, Hawaii Department of Education. Specific responsibilities for program implementation include the following:

- *Program Administrator responsibilities* – The Program Administrator is the Director, Student Transportation Services Branch (STSB), Hawaii Department of Education. The Program Administrator maintains overall accountability for the program. The responsibilities of the administrator include the annual determination of the specific contract elements that will be subject to compliance monitoring and performance measurement, management of the annual program calendar, and management of the contractor annual performance assessment process.

- *Contract Manager responsibilities* – Each contract will have a named contract manager. The contract manager is responsible for executing all aspects of the program as it relates to the assigned contract. This is the primary point of contact for the contractor's management team as it relates to all contractual responsibilities.

- *STSB staff responsibilities* – Specific program tasks and requirements will be distributed throughout the STSB organization at the sole discretion of the Program Administrator and the Contract Manager.

- *Contractor responsibilities* – A successful program will be one in which the contractor is an active and engaged participant. The contractor is responsible for designating a management level staff member to serve as the contractor's counterpart to the Contract Manager. The contractor is furthermore responsible for ensuring their full understanding of the program's purpose and intent, and their specific contractual and program obligations.

- *Communications Protocol* – Regular communications, both structured and unstructured, will be a critical success factor. The most important element will be the regular formal and informal communications that occur between the contractor designee and the Contract Manager. It is an absolute requirement and responsibility of these two key individuals to establish open, ongoing, and consistent communications between them. **This program establishes a formal relationship between these individuals. All matters pertaining to the contractor's performance obligations must be passed via this channel of communications.**

- *Annual and ongoing data submission requirements* – The contract requires that various pieces of information be passed between the parties at the outset of the contractual relationship and periodically throughout the contract term. These requirements are summarized in the Contract itself, and will be detailed annually in the Contract Management Calendar, and the Contract Compliance Monitoring Plan.

Program Components

Contract Management Calendar

Embedded within the overall life cycle of the contract is an annual service delivery cycle that corresponds with the Hawaii Department of Education school calendar. The specific elements of the contract performance management program work within this annual cycle. The timing for the various elements of the program are summarized in the following contract management calendar.

Contract Month	Annual Service Cycle Requirement
July	Complete contract initiation tasks (new contracts) Establish contract management program (new contracts) Staff review of STSB contractual obligations (all contracts) Development and submission to the contractors of the annual compliance monitoring and performance measurement plan specifics for the year ahead. Contractor annual data and information submission requirements completed.
August	Begin service (all contracts)
September	Monthly performance data collection
October	Monthly performance data collection
November	Monthly performance data collection Route audits
December	Monthly performance data collection Route audits
January	Monthly performance data collection Route audits
February	Monthly performance data collection Route audits Customer satisfaction survey
March	Monthly performance data collection Route audits
April	Monthly performance data collection Route efficiency analysis and begin route planning Compliance audits
May	Compliance audit reports Performance assessment reports Performance assessment meetings

Contract Compliance Monitoring Plan

Annual Contract Compliance Audit – The primary mechanism supporting this portion of the Contract Performance Management program is the annual contract compliance audit. The purpose for this audit is to ensure that the contractor meets the minimum requirements established by the contract. The result of the audit will also provide input to the Contract Performance Measurement Plan and will be an integral part of the Annual Contract Performance Assessment.

Each compliance element in the annual contract compliance audit will be separately determined on a pass-fail basis as either "in compliance" or "not in compliance". There is an extensive list of compliance items to be verified, and a satisfactory level of compliance may not require a 100 percent rating. Rather, the Program Administrator will develop an annual standard against which all contractors providing service to the STSB are objectively and equally rated. Many contractual requirements may be excluded from this rating in any given contract year, but **under no circumstance is the contractor relieved of any contractual requirement that is excluded from the rating in any given year**. The contractor will not be rated for compliance on any element outside of its contractual responsibilities. The overall results of the compliance audit will support the Program Administrator's assessment of the contractor's performance. The assessment of the contractor's performance will form the basis of any performance improvement objectives or plans created and agreed to by the STSB and the contractor.

There are three primary elements to the annual contract compliance audit.

- *Compliance Audit Checklist* – A compliance audit checklist is the mechanism that will be utilized in gathering the data required to determine compliance with contractual obligations. The number of, and specific compliance items to be tracked and verified annually will be determined by, and at the sole discretion of the Program Administrator. The checklist to be used will be developed by the Program Manager and submitted to the contractor prior to the start of service delivery in each contract year.

- *Compliance Audit Procedures & Standards* – The checklist for each year will be accompanied by a set of procedures that describes how it is to be applied and the standards against which compliance is measured. For example, the procedures will define when and how the audit will be conducted, whether compliance is to be measured only at the time of the audit or whether the contractor will be provided with an opportunity to correct any discrepancies, and the consequences for non-compliance. The procedures to be used will be developed by the Program Administrator and submitted to the contractor prior to the start of service delivery in each contract year.

- *Compliance Audit Report* – The results of the audit will be submitted to, and discussed with the contractor in a compliance audit report that summarizes and describes the results of the audit, the implications for the contractor, and any requirements for improvement. This report will become an integral component of the contractor's annual performance assessment, and part of the contractor's permanent performance record with the Hawaii Department of Education.

Periodic Bus Route Audits – A second critical mechanism within the Contract Compliance Monitoring Plan is the completion of periodic bus route audits. These audits serve a dual purpose. First, they provide for compliance monitoring of contractual requirements that cannot be satisfied through the annual compliance audit. Second, the route audits provide a means to collect data that also supports the Contract Performance Measurement Plan.

A route audit checklist is the mechanism that will be utilized in gathering the performance measurement data and other information required to determine contract compliance. Methods for conducting route audits will vary with the technology and staffing resources available over the contract term, and the operational proximity of STSB staff and the contractor. The approach to be used will be developed by the Program Administrator and submitted to the contractor prior to the start of service delivery in each contract year.

Contract Performance Measurement Plan

The primary tool supporting this portion of the program is a package of interrelated performance measures. This provides for an integrated performance measurement and reporting program that facilitates a comprehensive understanding of contractor performance, and that provides for feedback to contractors. **This is not designed to be evaluative in the sense that contractors will be judged one against the other. Rather, it is designed to provide STSB managers with a structured and consistent tool to first understand, and then take action to improve contractor *and* STSB performance.** The compliance monitoring plan ensures that contractors meet their contractual obligations. The performance measurement plan provides an opportunity for the contractors to demonstrate their commitment and wherewithal to provide service above and beyond the minimum requirements established by the contract.

The structure for the package of performance indicators is based on four major categories of outcome-driven measures:

- *Safety* – Measures that assist the STSB in determining and improving the overall safety of transportation operations
- *Cost* - Measures that assist the STSB to improve the overall efficiency of its operations.
- *Reliability* – Measures that assist the STSB in determining and improving the reliability of the bus contractors' operations and fleet
- *Responsiveness* – Measures that assist the STSB in determining and improving the responsiveness of the bus contractors to the needs of the STSB and its customers

The actual measures will be determined annually and submitted to the contractors prior to the start of service in each contract year in a Performance Measure Matrix. The matrix will describe whether each measure is a primary, secondary, or tertiary measure, which will also be utilized by the STSB for prioritization and phase-in planning. The Performance Measure Matrix further describes which of the four categories each measure belongs to, and whether the measure relates to a contractual compliance item or is a separate performance measurement item. **This package of performance measures will not be definitive. Rather, it will be designed to provide a consistent framework, with the expectation that the list of measures will expand and evolve over time.**

A companion Performance Measure Glossary will be provided that describes, for each measure:

- *The standard of performance* – These are not presented as benchmarks, but rather describe the type of standard (e.g., manufacturer standard, peer comparison, internal STSB standard, contractual standard, etc.) that will be utilized for the specific measure.

- *What will be measured* – This describes whether the measure will be subject to instance sampling, an average over time, or some other method.
- *How the measure will be calculated* – This describes the actual calculation of the measure to provide consistency across all contractors.
- *The sources of required data* – This describes how the data required for calculating the measure can be collected or developed.
- *When and how frequently the factor will be measured* – This provides the timing and periodicity of measurement.
- *How the results will be reported and tracked* – This provides a description for how the measure will be summarized.

These two matrices combined will provide the core reference tools for the Contract Performance Measurement Plan. Unlike the Contract Compliance Monitoring Plan where the elements are clearly articulated and ascribed in a series of checklists and forms, the Contract Performance Measurement Plan will be considered as ongoing. Data collection, measurement, analysis, and reporting of contractor performance will be a continuous effort.

Annual Contract Performance Assessment

The capstone for the program will be the Annual Contract Performance Assessment, which will be completed for each bus contractor. This is the primary formal method of feedback to be provided to the contractor. The Annual Contract Compliance Audit Report and the results of the performance measurement plan will provide the primary source information for completing the assessment.

With a high quality Contract Performance Measurement Program in place, this formal annual assessment will be productive and collaborative. The Contract Manager and contractor designee will have been in constant communication throughout the service year. Information will have been flowing back and forth between the contractor and the STSB to support specific elements of the compliance monitoring and performance measurement plans, and informally between the staff of the two organizations to manage day-to-day requirements and solve problems. With the expectations of the program clearly established and rigidly enforced, the Annual Contract Performance Assessment therefore becomes an opportunity to celebrate accomplishments and work collaboratively to improve performance. The assessment will consist of the following key elements:

- *STSB Assessment of Contractor Performance* – A formal letter, with the Annual Contract Compliance Audit Report and the Contractor Performance Report as attachments, will be provided to the contractor in advance of the assessment meeting summarizing the Program Administrator's assessment of contractor performance for the service year, and making recommendations for improvement. A key element of this report will be a statement of compliance with contractual requirements. If the contractor is found to be out of compliance and remedial steps have not been taken, contract termination provisions may be invoked. This initial assessment document serves as a discussion piece and guide for the balance of the assessment process.

- *Assessment Meeting* – The Program Administrator, Contract Manager, and contractor designees will meet to discuss the STSB report and determine action items for the following service year. The form and content for each bus contractor assessment meeting will depend on the circumstances surrounding each contractor's performance. For the sake of equity, however, the agenda will be roughly consistent for all contractors.
- *Contractor Response* – The bus contractor will be provided with the opportunity, and encouraged to submit a formal written response to the STSB report and assessment meeting. This response should lay out the contractor's response to the improvement recommendations, and plans for implementation. This response and the actions taken can then be utilized as an additional input to the following annual performance assessment.

Attachment B – Pricing Form

Cluster 1 – Waimea

	A	B	C	Total Cost=A*B*C			
	Number of Buses Required	Daily Rate for 3.5 hour minimum	Number of Days	Subtotal Cost	Additional Cost Over 3.5 hours (price should represent cost in 15 minute increments)	Hourly **driving rate** for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments	Hourly **layover & wait time** rate for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments
Count of Regular Home-to-School Buses (Type I)	14		180				
SPECIAL REQUIREMENT KAUAI ONLY: Count of Regular Home-to-School Buses 42 passenger			180				
Count of Special Needs Buses (Type II) with no special equipment	3		180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions	2		180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions			180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions with Air Conditioning			180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions with Air Conditioning			180				
Cluster Total Cost							

Attachment B – Pricing Form

The Department is also interested in receiving incremental pricing for schools bus with a rated capacity of 78 passengers or greater. In the blocks below pleased provide the proposed daily rate for those types of assets and the number of buses you would be willing to provide:

Daily rate for 78 and greater passenger bus	Number of units that could be provided

Attachment B – Pricing Form

Cluster 2 – Kapaa

	A	B	C	Total Cost=A*B*C			
	Number of Buses Required	Daily Rate for 3.5 hour minimum	Number of Days	Subtotal Cost	Additional Cost Over 3.5 hours (price should represent cost in 15 minute increments)	Hourly **driving rate** for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments	Hourly **layover & wait time** rate for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments
Count of Regular Home-to-School Buses (Type I)	19		180				
SPECIAL REQUIREMENT KAUAI ONLY: Count of Regular Home-to-School Buses 42 passenger			180				
Count of Special Needs Buses (Type II) with no special equipment	4		180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions	2		180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions			180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions with Air Conditioning			180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions with Air Conditioning			180				
Cluster Total Cost							

Attachment B – Pricing Form

The Department is also interested in receiving incremental pricing for schools bus with a rated capacity of 78 passengers or greater. In the blocks below pleased provide the proposed daily rate for those types of assets and the number of buses you would be willing to provide:

Daily rate for 78 and greater passenger bus	Number of units that could be provided

Attachment B – Pricing Form

Cluster 3 – Kauai

	A	B	C	Total Cost=A*B*C			
	Number of Buses Required	Daily Rate for 3.5 hour minimum	Number of Days	Subtotal Cost	Additional Cost Over 3.5 hours (price should represent cost in 15 minute increments)	Hourly **driving rate** for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments	Hourly **layover & wait time** rate for supplemental services (inclusive of all personnel and vehicle costs) priced in one hour increments
Count of Regular Home-to-School Buses (Type I)	15		180				
SPECIAL REQUIREMENT KAUAI ONLY: Count of Regular Home-to-School Buses 42 passenger			180				
Count of Special Needs Buses (Type II) with no special equipment	4		180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions	2		180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions			180				
Count of Special Needs Buses (Type II) with at least 2 wheelchair positions with Air Conditioning			180				
Count of Special Needs Buses (Type II) with 3 or more wheelchair positions with Air Conditioning			180				
Cluster Total Cost							

Attachment B – Pricing Form

The Department is also interested in receiving incremental pricing for schools bus with a rated capacity of 78 passengers or greater. In the blocks below pleased provide the proposed daily rate for those types of assets and the number of buses you would be willing to provide:

Daily rate for 78 and greater passenger bus	Number of units that could be provided

Attachment C – Route Descriptions

The route date presented below was gathered at the end of the 2015/16 school year. Some route information was not available at the time of collection and is not represented.

Route Id	School Name	Number Stops	Number Assigned	Start Time	Finish Time	Distance
SPK3-B1	Eleele Elementary	7	1	6:41:00 AM	7:30:00 AM	12.2
SPK3-B1P	Eleele Elementary	9	3	1:55:00 PM	2:49:00 PM	20.8
SPK3-B2	Waimea High, Waimea Canyon Middle	11	5	6:28:00 AM	7:31:00 AM	21.5
SPK3-B2P	Waimea High, Waimea Canyon Middle	11	7	2:12:00 PM	3:40:00 PM	35.5
SPK3-B3	Kekaha Elementary,Waimea High, Waimea Canyon Middle	15	9	6:54:00 AM	7:54:00 AM	11.7
SPK3-B3P	Kekaha Elementary,Waimea High, Waimea Canyon Middle	16	11	1:55:00 PM	3:11:00 PM	19.1
SPK4-B6	Kalaheo Elementary, Koloa Elementary	5	3	7:03:00 AM	7:50:00 AM	12.8
SPK4-B6P	Kalaheo Elementary, Koloa Elementary	5	3	11:55:00 AM	2:17:00 PM	9.5
W1-A	Waimea High	33	45	6:14:00 AM	7:15:00 AM	42.8
W1-AP	Waimea High	33	45	2:40:00 PM	4:03:00 PM	34.7
W10-A	Waimea Canyon Middle	14	5	6:49:00 AM	7:15:00 AM	12.1
W10-AP	Waimea Canyon Middle	14	5	2:12:00 PM	2:47:00 PM	11.7
W11-A	Kekaha Elementary,Waimea High, Waimea Canyon Middle	21	61	6:35:00 AM	7:15:00 AM	13.1
W11-AP	Kekaha Elementary, Waimea Canyon Middle	20	48	2:07:00 PM	3:00:00 PM	13.6
W11-BP	Waimea High	2	0	3:07:00 PM	3:19:00 PM	7.7
W12-A	Waimea High	26	57	6:35:00 AM	7:15:00 AM	16.5
W12-AP	Waimea High	26	56	2:40:00 PM	3:35:00 PM	16.6
W13-A	Eleele Elementary	18	61	6:35:00 AM	7:10:00 AM	11.5
W13-AP	Eleele Elementary	18	60	1:55:00 PM	2:47:00 PM	9.4
W17-A	Kalaheo Elementary	14	9	7:01:00 AM	7:35:00 AM	15.9
W17-AP	Kalaheo Elementary	14	22	1:55:00 PM	2:40:00 PM	15.7
W18-A	Kalaheo Elementary	11	17	6:55:00 AM	7:28:00 AM	9.8
W18-AP	Kalaheo Elementary	11	41	1:55:00 PM	2:38:00 PM	7.6
W19-A	Kalaheo Elementary	7	5	7:04:00 AM	7:35:00 AM	8.2
W19-AP	Kalaheo Elementary	7	9	1:55:00 PM	2:39:00 PM	9.2
W3-A	Waimea High	7	63	6:45:00 AM	7:20:00 AM	9.3
W3-AP	Waimea High	7	63	2:40:00 PM	3:23:00 PM	9.2
W4-A	Waimea High	16	55	7:01:00 AM	7:22:00 AM	6.8

Attachment C – Route Descriptions

Route Id	School Name	Number Stops	Number Assigned	Start Time	Finish Time	Distance
W4-AP	Waimea High	16	55	2:40:00 PM	3:13:00 PM	7.1
W5-A	Kekaha Elementary	15	19	6:40:00 AM	7:27:00 AM	11.4
W5-AP	Kekaha Elementary	15	34	1:55:00 PM	2:36:00 PM	11.4
W6-A	Waimea Canyon Middle	34	45	6:18:00 AM	7:37:00 AM	50.2
W6-AP	Waimea Canyon Middle	34	51	2:07:00 PM	3:15:00 PM	38.9
W7-AP	Waimea Canyon Middle	9	20	2:22:00 PM	2:33:00 PM	4.9
W8-A	Waimea Canyon Middle	5	22	6:50:00 AM	7:08:00 AM	8.7
W8-AP	Waimea Canyon Middle	5	51	2:07:00 PM	2:41:00 PM	9.3
W9-A	Waimea Canyon Middle	17	34	6:30:00 AM	7:13:00 AM	14.2
W9-AP	Waimea Canyon Middle	17	49	2:12:00 PM	2:59:00 PM	14.1
E10-A	Kapaa High	12	34	6:18:00 AM	6:53:00 AM	10.8
E10-AP	Kapaa High	12	42	2:57:00 PM	3:34:00 PM	9.1
E10-B	Kapaa Elementary	15	74	6:58:00 AM	7:35:00 AM	9.2
E10-BP	Kapaa Elementary	15	74	1:50:00 PM	2:43:00 PM	6.6
E11-A	Kapaa Middle	16	13	6:47:00 AM	7:35:00 AM	37.3
E11-AP	Kapaa Middle	16	12	2:12:00 PM	3:22:00 PM	34.9
E12-A	Kapaa High	14	23	6:32:00 AM	7:28:00 AM	32.9
E12-AP	Kapaa High	14	16	2:30:00 PM	3:27:00 PM	25.4
E13-A	Kapaa High	10	10	6:25:00 AM	7:01:00 AM	9.4
E13-AP	Kapaa High	10	22	2:45:00 PM	3:21:00 PM	7.4
E13-B	Kapaa Elementary	6	33	7:08:00 AM	7:27:00 AM	8.5
E13-BP	Kapaa Elementary	6	32	1:50:00 PM	2:31:00 PM	8.5
E14-A	Kapaa Middle	15	27	6:45:00 AM	7:28:00 AM	11.9
E14-AP	Kapaa Middle	15	30	2:12:00 PM	3:00:00 PM	10.1
E15-A	Kapaa Middle	11	16	6:43:00 AM	7:30:00 AM	5.5
E15-AP	Kapaa Middle	11	31	2:50:00 PM	3:18:00 PM	5.2
E16-A	Kapaa Middle	11	40	6:30:00 AM	7:25:00 AM	22.3
E16-AP	Kapaa Middle	11	43	2:50:00 PM	3:50:00 PM	17.9
E17-A	Kapaa High	10	34	6:45:00 AM	7:35:00 AM	20.3
E17-AP	Kapaa High	9	41	2:30:00 PM	3:31:00 PM	15.1
E18-A	Kapaa Elementary	8	57	7:05:00 AM	7:24:00 AM	6.1
E18-AP	Kapaa Elementary	8	57	1:50:00 PM	2:37:00 PM	7.1
E19-A	Hanalei Elementary	5	28	7:05:00 AM	7:30:00 AM	7.1
E19-AP	Hanalei Elementary	2	47	2:05:00 PM	2:25:00 PM	4.1
E19-BP	Hanalei Elementary	7	10	2:35:00 PM	3:02:00 PM	8.3
E2-A	Kapaa Middle	32	47	6:45:00 AM	7:40:00 AM	13.5

Attachment C – Route Descriptions

Route Id	School Name	Number Stops	Number Assigned	Start Time	Finish Time	Distance
E2-AP	Kapaa Middle	32	47	2:50:00 PM	3:44:00 PM	11.7
E20-A	Kapaa High	10	41	7:00:00 AM	7:40:00 AM	24.6
E20-AP	Kapaa High	10	24	2:30:00 PM	3:35:00 PM	25.8
E22-A	Kapaa Middle, Kapaa high	9	9	6:00:00 AM	6:35:00 AM	21.64
E22-AP	Kapaa Middle, Kapaa high	9	7	3:22:00 PM	3:53:00 PM	21.1
E22-B	Hanalei Elementary	7	18	7:05:00 AM	7:38:00 AM	20.93
E22-BP	Hanalei Elementary	7	9	2:00:00 PM	2:45:00 PM	22.8
E50-A	Kapaa Middle, Kapaa high	4	13	6:20:00 AM	6:45:00 AM	4.2331
E50-AP	Kapaa Middle	12	13	4:25:00 PM	4:57:00 AM	8.4423
E3-A	Kapaa High	32	0	6:45:00 AM	7:15:00 AM	14.3
E3-AP	Kapaa High	32	0	2:30:00 PM	3:35:00 PM	27.8
E5-A	Kapaa Middle	44	0	6:45:00 AM	7:35:00 AM	39.7
E5-AP	Kapaa Middle	40	0	2:50:00 PM	3:48:00 PM	40.1
E6-A	Kapaa High	21	0	6:40:00 AM	7:03:00 AM	10.5
E6-AP	Kapaa High	21	0	2:30:00 PM	3:03:00 PM	8.8
E6-B	Kapaa Middle	11	0	7:12:00 AM	7:36:00 AM	7.6
E6-BP	Kapaa Middle	11	0	3:05:00 PM	3:33:00 PM	7.9
E7-A	Kapaa Elementary	27	26	6:45:00 AM	7:30:00 AM	29.9
E7-AP	Kapaa Elementary	27	26	1:50:00 PM	2:48:00 PM	26.1
E8-A	Kapaa Middle	20	0	6:30:00 AM	6:53:00 AM	6.1
E8-AP	Kapaa Middle	20	0	2:50:00 PM	3:34:00 PM	7.9
E8-B	Kapaa Elementary	22	75	7:02:00 AM	7:32:00 AM	9.1
E8-BP	Kapaa Elementary	22	76	1:50:00 PM	2:36:00 PM	7.0
E9-A	Kapaa High	44	18	6:40:00 AM	7:33:00 AM	40.3
E9-AP	Kapaa High	44	29	2:30:00 PM	3:23:00 PM	34.6
SPK4-B2	Kapaa Elementary	7	1	6:33:00 AM	7:30:00 AM	13.2
SPK4-B2P	Kapaa Elementary	6	3	1:55:00 PM	2:39:00 PM	13.2
SPK4-B3	Kapaa Middle, Kapaa high	8	6	6:35:00 AM	7:40:00 AM	14.9
SPK4-B3P	Kapaa Middle, Kapaa high	8	6	2:12:00 PM	3:15:00 PM	15.4
SPK4-B4	Kilauea Elementary	2	2	7:20:00 AM	7:30:00 AM	2.0
SPK4-B4P	Kilauea Elementary	2	2	2:10:00 PM	2:30:00 PM	2.0
SPK4-B5	Kapaa Elementary, Kappaa High	9	3	6:55:00 AM	7:45:00 AM	16.6
SPK4-B5P	Kapaa Elementary, Kappaa High	12	6	1:55:00 PM	3:15:00 PM	14.2
C1-A	King Kaumualii Elementary	29	28	6:30:00 AM	7:08:00 AM	14.7
C1-AP	King Kaumualii Elementary	29	31	2:10:00 PM	2:49:00 PM	12.8
C10-A	Chiefess Kamakahelei Middle	23	28	6:15:00 AM	6:53:00 AM	18.8

Attachment C – Route Descriptions

Route Id	School Name	Number Stops	Number Assigned	Start Time	Finish Time	Distance
C10-AP	Chiefess Kamakahelei Middle	23	31	2:44:00 PM	3:30:00 PM	20.7
C10-B	Chiefess Kamakahelei Middle	14	31	7:00:00 AM	7:25:00 AM	7.6
C10-BP	Chiefess Kamakahelei Middle	15	39	1:55:00 PM	2:38:00 PM	8.3
C11-A	Chiefess Kamakahelei Middle	12	24	6:15:00 AM	6:53:00 AM	18.1
C11-AP	Chiefess Kamakahelei Middle	12	38	2:40:00 PM	3:25:00 PM	20.7
C11-B	Chiefess Kamakahelei Middle	10	34	7:00:00 AM	7:28:00 AM	8.7
C11-BP	Chiefess Kamakahelei Middle	10	47	1:55:00 PM	2:34:00 PM	8.8
C14-A	Chiefess Kamakahelei Middle	3	32	6:35:00 AM	6:54:00 AM	11.1
C14-AP	Chiefess Kamakahelei Middle	3	36	2:29:00 PM	2:48:00 PM	11.0
C14-B	Chiefess Kamakahelei Middle	4	37	7:10:00 AM	7:25:00 AM	3.9
C14-BP	Chiefess Kamakahelei Middle	4	47	1:55:00 PM	2:21:00 PM	3.7
C15-A (kauai)	Kauai High	11	44	6:15:00 AM	7:00:00 AM	20.4
C15-AP (kauai)	Kauai High	11	42	2:30:00 PM	3:05:00 PM	19.6
C15-B	Kauai High	7	19	7:10:00 AM	7:25:00 AM	4.2
C15-BP	Kauai High	7	18	1:55:00 PM	2:26:00 PM	4.3
C16-A	Kauai High	14	17	6:15:00 AM	6:58:00 AM	28.0
C16-AP	Kauai High	14	13	2:36:00 PM	3:16:00 PM	25.5
C16-B	Kauai High	4	33	7:10:00 AM	7:23:00 AM	5.6
C16-BP	Kauai High	4	34	1:55:00 PM	2:24:00 PM	5.0
C17-A	Chiefess Kamakahelei Middle	11	29	6:25:00 AM	7:10:00 AM	17.5
C17-AP	Chiefess Kamakahelei Middle	11	35	2:34:00 PM	3:05:00 PM	16.7
C17-B	Chiefess Kamakahelei Middle	4	35	7:07:00 AM	7:22:00 AM	4.9
C17-BP	Chiefess Kamakahelei Middle	4	38	1:55:00 PM	2:24:00 PM	4.4
C18-A	Kauai High	10	12	6:20:00 AM	6:54:00 AM	17.5
C18-AP	Kauai High	10	12	2:35:00 PM	3:07:00 PM	18.1
C18-B	Kauai High	11	16	7:00:00 AM	7:23:00 AM	6.6
C18-BP	Kauai High	11	26	1:55:00 PM	2:29:00 PM	5.4
C19-A	Chiefess Kamakahelei Middle	12	32	6:20:00 AM	6:59:00 AM	20.2
C19-AP	Chiefess Kamakahelei Middle	12	28	2:34:00 PM	3:25:00 PM	18.8
C19-B	Chiefess Kamakahelei Middle	4	24	7:09:00 AM	7:23:00 AM	4.9
C19-BP	Chiefess Kamakahelei Middle	4	31	1:55:00 PM	2:24:00 PM	4.4
C2-A	King Kaumualii Elementary	24	22	6:30:00 AM	7:16:00 AM	25.2
C2-AP	King Kaumualii Elementary	23	22	2:10:00 PM	2:57:00 PM	29.3
C20-A	Kauai High	15	32	6:15:00 AM	7:03:00 AM	20.0
C20-AP	Kauai High	15	29	2:33:00 PM	3:24:00 PM	18.1
C20-B	Kauai High	4	35	7:12:00 AM	7:23:00 AM	4.6
C20-BP	Kauai High	4	35	1:55:00 PM	2:21:00 PM	4.3

Attachment C – Route Descriptions

Route Id	School Name	Number Stops	Number Assigned	Start Time	Finish Time	Distance
C3A	Kauai High	12	32	6:40:00 AM	7:01:00 AM	9.3
C3AP	Kauai High	12	32	2:55:00 PM	3:13:00 PM	8.1
C3B	Kauai High	8	23	7:09:00 AM	7:23:00 AM	4.8
C3BP	Kauai High	8	53	3:21:00 PM	3:38:00 PM	5.5
C5-A	Koloa Elementary	18	18	6:42:00 AM	7:33:00 AM	18.1
C5-AP	Koloa Elementary	18	19	1:55:00 PM	2:49:00 PM	16.6
C8-A	Elsie H. Wilcox Elementary	8	18	7:05:00 AM	7:20:00 AM	4.9
C8-AP	Elsie H. Wilcox Elementary	8	31	1:55:00 PM	2:30:00 PM	5.2
C9-A	Elsie H. Wilcox Elementary	21	29	6:40:00 AM	7:16:00 AM	11.1
C9-AP	Elsie H. Wilcox Elementary	21	40	1:55:00 PM	2:51:00 PM	10.4
SPK2-B1	Kauai High	10	8	6:10:00 AM	7:30:00 AM	28.5
SPK2-B1P	Kauai High	10	8	1:55:00 PM	3:16:00 PM	28.8
SPK2-B2	Kauai High	10	10	6:35:00 AM	7:30:00 AM	12.6
SPK2-B2P	Kauai High	10	10	1:55:00 PM	3:01:00 PM	12.1
SPK2-B3	Chiefess Kamakahelei Middle	9	9	6:11:00 AM	7:30:00 AM	27.2
SPK2-B3P	Chiefess Kamakahelei Middle	7	7	1:55:00 PM	3:14:00 PM	25.3
SPK2-B4	Elsie H. Wilcox Elementary	9	8	6:35:00 AM	7:30:00 AM	6.8
SPK2-B4P	Elsie H. Wilcox Elementary	8	7	1:55:00 PM	2:50:00 PM	6.6
SPK4-B1	Chiefess Kamakahelei Middle, King Kaumualii Elementary	9	9	6:15:00 AM	7:51:00 AM	21.2
SPK4-B1P	Chiefess Kamakahelei Middle, King Kaumualii Elementary	10	10	1:55:00 PM	3:30:00 PM	20.9
SPK4-B6	Koloa Elementary, Kalaheo Elementary	5	3	7:03:00 AM	7:50:00 AM	12.8
SPK4-B6P	Koloa Elementary, Kalaheo Elementary	5	3	11:55:00 AM	2:17:00 PM	9.5

Attachment D – School Listing

School Name	Days in Service
Waimea High	180
Waimea Canyon Middle	180
Kekaha Elementary	180
Eleele Elementary	180
Kalaheo Elementary	180
Kapaa High	180
Kapaa Middle	180
Kapaa Elementary	180
Kilauea Elementary	180
Hanalei Elementary	180
Kauai High	180
Chiefess Kamakahelei Middle	180
Koloa Elementary	180
Wilcox Elementary	180
King Kaumualii Elementary	180

Attachment E – Bus Camera Specifications and STSB Policies and Procedures

Attachment E - School Bus Camera Equipment Specifications

Digital Video Camera – While the DOE recognizes that the bus contractor will be the owner of the camera hardware and software, all necessary equipment must be provided to allow authorized DOE personnel to view and store video recordings. Therefore, DOE expects each vendor to provide access to both video files and viewing software for the camera manufacturer it has provided. DOE will work with each vendor to establish acquisition methodology and distribution procedures for video recordings that will ensure that all necessary confidentiality requirements are met. This may include the requirement that each vendor provide for the purchase of additional recording or viewing equipment. The cost of this equipment will be treated as a pass through expense to DOE with no markup allowed.

- The digital video recorder must be capable of allowing audio to be recorded
- The digital video recorder must provide video data in AVI, MP4 or other industry standard formats.
- The digital video recorder must be capable of providing continuous, smooth recording in all normal operating conditions inherent to school bus operations and operations within the State of Hawaii.
- The digital video recorder must utilize solid state Secure Digital Extended Capacity (SDXC) Cards with capacities up to 128GB. The digital video recorder must include a USB 2.0 interface that can be used for external data storage capacity expansion up to 2TB in addition to the primary SDXC Card data storage device.
- The digital video recorder must allow for the SDXC Card to interface with a PC without the need for a docking station and the SDXC Card shall connect to a PC directly when the PC has an integral SDXC Card Reader, or via an available SDXC Card Reader with a USB 2.0 interface to a PC. The system should also allow for a RJ-45 LAN connection that is capable of file transfer, remote configuration, and video streaming.
- The digital video recorder must begin recording upon activation of 12V trigger such as the vehicles ignition to ensure full coverage of all route activities.
- The digital video recorder must ensure that coverage is provided on a regular schedule through preprogrammed recording schedules of up to three times over a 24 hour period.
- The digital video recorder must have the capability of Event Alarm Recording that is driver controlled by an alarm push button switch / event marker button. The digital video recorder must allow Alarm Recording Duration to be programmed to continue for up to 15 minutes after the alarm has been triggered.
- The digital video recorder must be capable of having previously recorded video

reviewed directly from the system when appropriately connected to a viewing monitor while the system simultaneously records.

Camera(s)

- The system camera(s) must be color and have the capability to support low light recording and viewing.

- The camera must provide video coverage of persons entering the door, the driver, front row passengers and the rear seating area.

Viewing Software

- The viewing software must display Bus ID, time, date, and event triggers. It is preferable but not required that the software display location data and speed.

- The viewing software must allow the slow motion, fast forward, rewind, pause and play of all video files.

- The viewing software must allow the capture of a still image at any point in a video. The viewing software must allow a still image to a saved as a JPEG file.

- The viewing software must allow the search for video by a specific date and time. The viewing software must allow the selection of a single day of video and the playback of all videos consecutively from that selected day.

- The viewing software must operate on at least a Microsoft Windows 7 platform.

- The viewing software must be based on an embedded operating system with the ability to upgrade software in the field without return to the manufacturer.