

Amendment #2 - Questions and Documents requested as of 2/3/2026

- Pages 34 and 43 reference Type 20 vehicles but pages 18 and 19 do not outline how many Type 20 buses are required. What quantity of Type 20 buses does the district require?
 - The district will require a minimum of one Type 20 school transportation vehicle and at least two Special Education buses (typically Type A) see page 18 of RFP document.

- Will the district accept 30 day payment terms?
 - The District processes payments on the 15th and the 30th of each month. Invoices received prior to those dates will be processed within a 2 week period, providing there are no issues with the invoice.

- Can you provide a fleet list for district vehicles which will require the contractor to provide maintenance for?
 - List will be attached to this document. These are district vehicles that may transport students and need to be inspected per ODE guidelines.
 - Maintenance on district vehicle requirement will be determined at contract time, depending on availability of services provided by the contractor.

- Can you provide invoices for this school year from the contractor?
 - Copies of current year invoices will be provided on OregonBuys.

- Does the current contractor have a driver shortage?
 - There has been a nationwide bus driver shortage for a few years now, and our district is not immune to that. There have been no route cancellations due to driver shortages during the current school year. It is the district's expectation that the contractor continues to actively recruit and develop systems to minimize the impact to students and district operations.

- Can you provide the number of days and the number of routes for summer school?
 - Summer school has varied over the past years as funding has fluctuated from the state for summer school.
 - Summer 2025 we only provided transportation for our high school Bridge program for 2 weeks (9 days) in August using just one route, approximately 40 miles per route for both AM and PM routes.

- Summer of 2024 we provided 12 days of transportation in August 2024 using 1 or 2 routes per day averaging 50 miles per route for both AM and PM routes.
 - Number of routes required may increase if summer learning funding is awarded to the the district.
- Can you provide number of field trips year to date with average hours and miles?
 - For the time period August 2025 - December 2025
 - Total Field trips: 40
 - Average Field Trip hours per trip: 4.0 hrs
 - Average Field Trip miles per trip: 32.3 mi
 - Total Athletic/Activity trips: 102
 - Average Athletic/Activity hours per trip: 6.9 hrs
 - Average Athletic/Activity miles per trip: 101 mi
- Will this be a public bid opening, and what information will be read at the bid opening?
 - No this will not be a public bid opening. The district will open bids and then the evaluation committee will meet to evaluate based on the scoring rubric.
- Is the proposal to be made through Oregon Buys or via courier to the district?
 - The proposal will be made directly to the district by mail or in person.
- Can you provide a current fleet list which details bus type per route?
 - The district does not have a fleet list with bus type per route. The current contractor has this information.
- Can you provide current route sheets?
 - The district does not have daily route sheets to share. Route overview was included in the bid document on page 21 and a link to our current routes was included in the RFP on page 37.
- What is the correct number of proposals to be submitted? On page 40, #13 it states 6 copies, and on the cover page it states 3 hard copies and 1 electronic copy.
 - Clarification provided with Amendment #1.
 - 3 Hard copies and 1 electronic copy

- Can we use a property to service the district in an adjacent municipality if we cannot find a viable property in Philomath?
 - Yes, the district realizes that there is not an abundance of vacant industrial property in the city of Philomath to house a transportation facility. The current contractor's facility is located outside of Philomath. We have mentioned it in Section VII. Terms and Conditions - Costs/fees, regarding mileage and/or travel time if the facility is outside of the district boundaries. The District feels that it is important for the bus facility to be located as close as reasonably possible to the district boundary, but realizes that there are available space restrictions.

- Current transportation contract and any amendments
 - Included as attachment to this document

- Detailed invoices for SY 2024-2025 and SY 2025-2026 to date
 - Available on OregonBuys as an attachment

- Current Fleet list
 - Fleet list as of the last reporting period is attached.

District Owned Vehicles - for maintenance/Inspection by contractor

Description	Site
Forestry Truck-2008 Ford F250	PHILOMATH HIGH SCHOOL
2014 Dodge Caravan SXT Passenger Van	PHILOMATH HIGH SCHOOL
2014 Ford Fusion	UNDESIGNATED
2019 Dodge Caravan	DISTRICT OFFICE
2002 Thomas Freighliner Bus (Forestry Bus)	PHILOMATH HIGH SCHOOL



Mid Columbia BUS COMPANY INC.

School and Charter Buses

www.midcobus.com

Kelly - Fill
copy

June 2, 2010

Pete Tuana, Superintendent
Philomath Public Schools
1620 Applegate St.
Philomath, OR 97370

DIVISION I - OR

P.O. Box 635
Condon, OR 97823
(541) 384-2292
(541) 384-2291 FAX

RE: Transportation Services Agreement

DIVISION II - OR

Administrative Office
73458 Bus Barn Lane
Pendleton, OR 97801
(541) 278-1444
(541) 276-5205 FAX

Dear Pete:

Please find enclosed a signed original transportation services agreement. I retained one original for my file.

DIVISION III - ID

Western States Bus
Services, Inc.

MIDCO is very pleased to be providing transportation services to the Philomath School District. We feel our family basis fits very well with the District and will provide the service and hands on approach you desire.

DIVISION IV - WA

Western States Bus
Services, Inc.

Thank you again for your support and selection of MIDCO. We will work very hard to earn your trust. Our goal is to provide you the greatest safety, reliability and customer service. We will be your professional arm for transportation want to fully integrate into the administration of the District.

DIVISION V - OR

Western Oregon
Mid Columbia Bus
Company, Inc.

I know that you have decided to retire at the end of this year. I want you to know you have left the District with a long-term choice that will assure the services you expected to be provided. We wish you the best in whatever you choose to do.

We look forward to working with the new Superintendent, Kelly, and the Board, administrators, patrons and students.

Sincerely,

Tony Barnhart,
CEO

TRANSPORTATION SERVICE AGREEMENT

PHILOMATH SCHOOL DISTRICT 17J AND MID COLUMBIA BUS COMPANY

May 28, 2010

1. DEFINITION OF TERMS:

CONTRACTOR	MID COLUMBIA BUS COMPANY
DISTRICT	Philomath School District 17J (DISTRICT)
SCHOOL BUS or BUSES	Regulation SCHOOL BUS that meets or exceeds the State of Oregon minimum standards.
AGREEMENT	Contract between DISTRICT and MID COLUMBIA BUS COMPANY for the provision of pupil transportation services.

2. PROJECT SCOPE

- a. The Mid Columbia Bus Company shall, during the period hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely, any and all students designated by the DISTRICT to be served under the provisions of this Agreement. Such transportation shall be provided for each and every date that school is convened and in accordance with bus routes and schedules mutually developed by the Mid Columbia Bus Company and the DISTRICT and approved by the DISTRICT. In Addition, the Mid Columbia Bus Company shall, during the period of this Agreement, provide transportation for all students or other authorized personnel (as may be required) by the DISTRICT on field trips, excursions, athletic activities or any other purpose designated by the DISTRICT.

3. TERM OF AGREEMENT

- a. The initial term of the Agreement shall begin on July 1, 2010 and expire on June 30, 2015. With Mid Columbia Bus Company having satisfactorily performed all of the obligations required of it hereunder, no later than November 1, 2013, this Agreement may be extended by mutual Agreement for an additional term of up to 3 years.

- b. In subsequent years of the Agreement the District reserves the right to again extend by mutual Agreement for an additional term of up to five years. Such extensions shall be agreed upon by March 31 of the then final Agreement year or the Agreement will expire at the ending date then in effect.

- c. Any Agreement extension must be under the same terms and conditions as originally agreed to or as amended by mutual consent of the parties, such amendments to exclude rate structure changes, except as provided for in the Agreement extension in writing.

4. MID COLUMBIA BUS COMPANY EQUIPMENT

- a. MID COLUMBIA BUS COMPANY agrees to keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses shall also be kept in a clean and sanitary condition and open to examination by the DISTRICT at all times. MID COLUMBIA BUS COMPANY agrees to administer, on all buses used in Agreement, an extensive preventive maintenance program that will include:

1. Daily complete pre-trip bus inspections
 2. Effective process for drivers to report daily maintenance deficiencies
 3. Detailed fleet tire management program
 4. Thorough preventative maintenance and safety inspection program
 5. Maintenance Technician training program
 6. Withdrawing a bus from service if serious defect exists, including but not limited to, steering, brakes, primary vision, exhaust, wheels, and tires
- b. MID COLUMBIA BUS COMPANY shall have a fleet of adequate number and capability to guarantee service for all of the District's pupil transportation needs, including basic home to school, activities, athletics and field trips. The MID COLUMBIA BUS COMPANY shall provide and maintain an adequate and reasonable number of buses and drivers for the regular routes and adequate spares, each bus having a capacity to care for designated routes under existing standards.
- c. MID COLUMBIA BUS COMPANY shall provide one 4-wheel drive vehicle for use by the manager to be used for checking roads, emergency student transportation, etc.
- d. MID COLUMBIA BUS COMPANY shall provide a list of equipment to be used in the performance of this service. Equipment list shall include the date of manufacture, chassis/body manufacturer(s), rated passenger capacity, and engine type (gas or diesel). By August 15 of each year of this AGREEMENT, upon request by the DISTRICT, the MID COLUMBIA BUS COMPANY shall provide information concerning the buses to be provided under this Agreement.
- | | |
|----------------|---|
| Gasoline buses | 12 years (Average age no more than 8 years) |
| Diesel buses | 15 years (Average age no more than 9 years) |

Small buses and vans 10 years

- e. MID COLUMBIA BUS COMPANY agrees its standby or sub buses shall be equipped to respond within a reasonable time to on-route breakdowns. Reasonable response is defined by a delay of no greater than (30) minutes in the event of mechanical breakdown. MID COLUMBIA BUS COMPANY agrees to also have on-site personnel able to react within this time frame in case of an incident requiring immediate attention or a serious accident.
- f. MID COLUMBIA BUS COMPANY agrees to equip at least two regular route buses with an audio/video camera system designed specifically for use in school buses. In addition (1) extra camera is to be available for use on activity/trip buses as conditions warrant. All buses will have the ability to accept rotating cameras.
- g. REQUIRED MODIFICATION OF BUSES: Any installation or modification of equipment required by a change in law or regulation shall be the responsibility of the MID COLUMBIA BUS COMPANY. Any installation or modification of equipment required by the DISTRICT after Agreement start date, over and above law or regulation shall be done by the MID COLUMBIA BUS COMPANY, with reimbursement to be made by the DISTRICT at a prior approved cost. If Federal or State money is available to make modifications, the DISTRICT will work with the MID COLUMBIA BUS COMPANY to pass through any funds tied to these modifications.
- h. All regular route, activity, and spare buses will be equipped, at the beginning of the contract period, with 2-way communications radios capable of communicating both bus-to-bus and bus-to-office throughout the DISTRICT boundary. Cellular telephones may be provided only if they are in addition to UHF or other quality high performance 2-way communication radios.

5. PREVENTATIVE MAINTENANCE AND MECHANIC IN-SERVICE PROGRAM

- a. The MID COLUMBIA BUS COMPANY shall administer a superior preventative maintenance program which shall meet or exceed the requirements of the Oregon Department of Education, Pupil Transportation. The MID COLUMBIA BUS COMPANY ensures that each vehicle actually receives the required maintenance within the scheduled interval.

6. ROUTING

- a. The MID COLUMBIA BUS COMPANY shall follow DISTRICT'S established policies and procedures regarding student transportation including but not limited to school commencement and dismissal time, bus arrivals and departure times, walking distance to schools, established bus stops, and current route descriptions to be reviewed annually.
- b. The DISTRICT considers routing to be of paramount importance from the points of view of public relations, safety, and cost effectiveness. MID COLUMBIA BUS COMPANY agrees to schedule all routes, for contract purposes, with the approval of the DISTRICT in keeping with these requirements and District Transportation Policies. Should the MID COLUMBIA BUS COMPANY become aware of any conditions considered to be unsafe, it shall be incumbent upon the MID COLUMBIA BUS COMPANY to notify the DISTRICT within 24 hours.
- c. Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the DISTRICT. MID COLUMBIA BUS COMPANY bus drivers are not to modify the established DISTRICT approved bus routes without DISTRICT approval. If the DISTRICT increases or reduces the number of buses required to service the

routes or reduces the route times, the compensation to the MID COLUMBIA BUS COMPANY will be adjusted. The DISTRICT reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

- d. In the designation and selection of routes, MID COLUMBIA BUS COMPANY agrees to be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon. However, where the safety of children is involved, the DISTRICT, at its option, may specify that MID COLUMBIA BUS COMPANY agree to operate over private roads, conditioned upon the obtaining of permission from the affected property owners.
- e. During inclement weather, the DISTRICT will have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure that the DISTRICT is able to make a sound decision pertaining to the cancellation or alteration of bus routes the MID COLUMBIA BUS COMPANY is required to travel and inspect designated roads during inclement weather and consult with the DISTRICT Superintendent regarding road conditions prior to 5:30 A.M. Should bus service be required, MID COLUMBIA BUS COMPANY agrees that it will abide by the decision of the DISTRICT, should it decide to close school early, for any reason, including inclement weather. The MID COLUMBIA BUS COMPANY shall provide, in a timely manner, all appropriate equipment (chains, traction devices, snow tires) and trained personnel to operate under such conditions.
- f. MID COLUMBIA BUS COMPANY must deliver the students to the DISTRICT schools within a reasonable time prior to the opening of the various schools, and return them to their respective stops within a reasonable time after the close of the school day. It is the DISTRICT'S goal to

establish a maximum riding time for students of 55 minutes on home-to-school routes; exceptions will require DISTRICT'S approval.

- g. **SCHEDULES:** Setting of school hours is the responsibility of the DISTRICT. The District will inform the MID COLUMBIA BUS COMPANY to any planned changes in the school hours from one year to the next.
- h. MID COLUMBIA BUS COMPANY shall provide services to transport special education students as required by the DISTRICT, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicles schedules. MID COLUMBIA BUS COMPANY shall have a fleet of adequate number and capability to guarantee service for all of the District's Special Needs transportation.
- i. Prior to August 10th of each school year, the Mid Columbia Bus Company shall field-test all routes that the DISTRICT has approved. Mid Columbia Bus Company shall notify the DISTRICT of any time discrepancy in scheduling. All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route.

7. MID COLUMBIA BUS COMPANY FACILITIES

- a. The DISTRICT prefers the MID COLUMBIA BUS COMPANY'S facility be located within the boundaries of the DISTRICT, however if the facility is located outside the DISTRICT boundaries, the beginning and ending point of each route will be the DISTRICT boundary line

Office Facility shall be of adequate size to accommodate a dispatcher and office staff, Manager and reception or customer waiting area. Office facility must be designed so as to permit MID COLUMBIA BUS COMPANY'S staff to conduct confidential meetings with transportation staff, parent(s), student(s), or DISTRICT officials.

Drivers' area, shall be of adequate size to provide for day-to-day operations, employee safety meetings, and employee training, etc.

Maintenance Facility, must be of sufficient size so as to accommodate for maintenance of school buses.

Bus parking area, if in an open-air environment, may have security fencing to reduce the possibility of vandalism or other damage to buses.

Other vehicle parking area, shall be of adequate size to provide parking for Mid Columbia Bus Company's transportation staff and visitors in a manner that does not impede traffic in the area or create unwelcome traffic or parking concerns for neighboring businesses or residences.

8. FUEL AND PRICING

- a. It is the responsibility of the CONTRACTOR to purchase and store all fuel products used in the operation of school buses for the DISTRICT. In addition, it is the responsibility of the CONTRACTOR to pay all fuel invoices when due and to pay all taxes and highway user fees associated with the use and purchase of all motor fuels.
- b. The CONTRACTOR shall be responsible for the first \$.50/gallon of fuel costs, net of applicable state or federal taxes. The balance of fuel costs that exceeds the \$.50/gallon (net of applicable federal or state taxes) shall be

passed onto the DISTRICT for payment. Following is an example of how the fuel clause formula for invoice billing purposes:

Diesel Fuel	
Invoice Cost Per Gallon	\$2.67/gallon (taxes included)
Less Fed and State Tax	(\$.244/gallon)
Net Cost	\$2.426/gallon
Less \$.50/gal MIDCO	(\$.50/gallon)
Net Cost/Gallon Billed To District	\$1.926/gallon

- c. The CONTRACTOR shall submit the fuel billing each month with the monthly invoice for all transportation services. The fuel billing shall reflect the \$.50/gallon base and the exclusion of all applicable taxes, reflecting the net cost of fuel to be passed on for payment. The invoice shall have attached all detail related to the fuel purchases for the operation of the pupil transportation services.
- d. Only school district related transportation can be billed on the fuel billed to the DISTRICT. Any charter trips, or non-school trips, shall be deducted from the fuel bill invoices and credited against any fuel costs submitted to the DISTRICT.
- e. Attached as Addendum A are the rates to be applied by the CONTRACTOR for billing transportation services to the DISTRICT.

9. MID COLUMBIA BUS COMPANY PERSONNEL

- a. MID COLUMBIA BUS COMPANY agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this Agreement,

fully complying with all State and DISTRICT laws and regulations.

- b. The DISTRICT strongly believes that management positions are critical to the provision of consistent and high quality transportation services. The DISTRICT expects the site manager to be a visible, participating member of our community, and to enhance the reputation of the DISTRICT. MID COLUMBIA BUS COMPANY agrees to employ a site manager to adequately support the direction of the fleet, and to provide a resume for the manager specifically assigned to operate home-to-school and activity buses in the DISTRICT. It shall be the responsibility of the manager to implement the policies, rules, and regulations of the DISTRICT as directed by the DISTRICT'S representative. MID COLUMBIA BUS COMPANY agrees to supply, a resume for the person holding this management position. The DISTRICT shall have the right of final approval of the placement of the site manager and to require removal of any management person who has not performed to the satisfaction of the DISTRICT. If a management person is removed, MID COLUMBIA BUS COMPANY may continue employment of said employee at a different District.
- c. MID COLUMBIA BUS COMPANY agrees to provide a Dispatcher. Dispatcher may also be the site manager who shall communicate with DISTRICT personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services. MID COLUMBIA BUS COMPANY agrees to supply a resume for the person holding this required position.
- d. MID COLUMBIA BUS COMPANY agrees to designate a safety and discipline officer, acceptable to the DISTRICT, who shall work with students, drivers, school personnel, and parents. MID COLUMBIA BUS COMPANY also agrees to supply a resume for the person holding this important position. The

safety and discipline officer may be the contract manager. Monthly safety meetings will be held for employees.

- e. MID COLUMBIA BUS COMPANY shall designate a Maintenance Supervisor, experienced and knowledgeable in the area of school bus maintenance. Maintenance Supervisor will be required to understand maintenance requirements and standards applicable to the Oregon State Department of Education. The MID COLUMBIA BUS COMPANY shall supply a resume for the Maintenance Supervisor and specific information regarding other maintenance personnel responsible for maintaining route buses in the DISTRICT.
- f. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and that the interests of the children in such transportation shall take precedence over the interests of either its drivers or the DISTRICT. It is recognized that the primary obligation of the MID COLUMBIA BUS COMPANY is to operate its affairs so DISTRICT is assured of continuous and reliable service. For the protection of the children, drivers and other persons coming in contact with children must be of stable personality and of the highest moral character. The DISTRICT places responsibility upon the MID COLUMBIA BUS COMPANY and the MID COLUMBIA BUS COMPANY agrees, that it will not allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever, nor shall MID COLUMBIA BUS COMPANY allow any person to drive a school bus who is not at the time in a condition of mental or emotional stability.
- g. The responsibility for hiring and discharging personnel shall rest entirely upon the MID COLUMBIA BUS COMPANY and the MID COLUMBIA BUS

COMPANY agrees that it shall enter into no AGREEMENT or arrangement with any employee, person, group, or organization which will in any way interfere with its ability to comply with this requirement.

- h. Notwithstanding the provisions of subparagraph (f.) above, the DISTRICT shall have the right to require dismissal from the MID COLUMBIA BUS COMPANY'S employ any person or driver who in the DISTRICT'S opinion is not qualified to operate a school bus. If a person is removed, Mid Columbia Bus Company may continue employment of said employee at a different District.
- i. MID COLUMBIA BUS COMPANY shall report all cases of student misbehavior on buses to the district's respective building principal. All disciplinary matters will be handled in strict accordance with the DISTRICT policy, including any acts of vandalism to the buses. It is the DISTRICT policy that MID COLUMBIA BUS COMPANY accepts responsibility for issuing and following through with the entire process related to student/bus misconduct citations and other transportation related disciplinary actions. In no case will a driver eject a student from a bus for misbehavior, unless the student is endangering the safety of other students, or such action has received prior approval from the DISTRICT.
- j. MID COLUMBIA BUS COMPANY agrees to permit school buses to be operated only by trained and competent drivers who hold valid, proper, and appropriate Commercial Drivers License (C.D.L.) and school bus driver's license issued by the State of Oregon.
- k. Upon request from the DISTRICT, MID COLUMBIA BUS COMPANY agrees to make written reports within 24 hours of any accident having \$500.00 or more in damages, or an injury is sustained involving a school bus while

operating for the DISTRICT.

- l. To provide maximum benefit to the DISTRICT and its patrons, the drivers employed should have a commonality of interest in the community and should be employed, whenever possible, from the local Philomath area. The DISTRICT is dedicated to its community role as a customer service organization. DISTRICT patrons must find positive responsiveness in their contact with the MID COLUMBIA BUS COMPANY and all of its personnel.
- m. MID COLUMBIA BUS COMPANY shall provide training for district staff to drive activity buses. DISTRICT and CONTRACTOR will coordinate the number of staff to be trained and expenses associated with the training.

10. MANDATORY DRUG SCREENING

- a. MID COLUMBIA BUS COMPANY shall provide a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees. The MID COLUMBIA BUS COMPANY will provide the DISTRICT with the name and address of the MID COLUMBIA BUS COMPANY Medical Review Officer (MRO).

11. CRIMINAL BACKGROUND CHECK

- a. Pursuant to OAR 541-021-0500, MID COLUMBIA BUS COMPANY agrees to submit the names of all applicants for employment to the Oregon Department of Education for the purpose of reviewing applicants driving record and criminal record.

12. FINGERPRINT-BASED BACKGROUND CHECK

- a. Pursuant to ORS 181.537 and in compliance with ODE Memorandum No. 34-1996-97, MID COLUMBIA BUS COMPANY shall require all of its employees, who may in anyway come in contact with DISTRICT students, to

submit to an OSP/FBI approved fingerprint-based criminal history record check.

13. COMPLIANCE WITH LAWS

- a. During the entire contract term, MID COLUMBIA BUS COMPANY agrees to comply in every respect with all laws, rules, and regulations of the State of Oregon affecting or regulating the transportation of school children including but not limited to the Motor Vehicle Code and the rules promulgated by the State Department of Education. The MID COLUMBIA BUS COMPANY certifies compliance with all applicable federal and state statutes and administrative rules that govern companies entering into contractual agreements with public school districts. MID COLUMBIA BUS COMPANY certifies that MID COLUMBIA BUS COMPANY has not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts.

- b. If the MID COLUMBIA BUS COMPANY fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the MID COLUMBIA BUS COMPANY or a sub contractor by any person in connection with the public contract as such claim becomes due, the proper officer or officer representing the DISTRICT may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the MID COLUMBIA BUS COMPANY by reason of such contract (ORS 279).

- c. As part of any service contract to a state organization, the attached statutes are included. **SEE ATTACHED ADDENDUM B.**

14. POLICIES

- a. The DISTRICT shall have the exclusive right and obligation to set standards

or policies regarding pupil transportation in general and in particular as to the beginning and ending times of schools, railroad crossings, current route descriptions, and all other pertinent DISTRICT policies relating to transportation.

15. PUBLIC RELATIONS

- a. MID COLUMBIA BUS COMPANY agrees to cooperate with the DISTRICT and maintain a good public relations program with the community and news media so that any pertinent items affecting the transportation program or the patrons of the DISTRICT can be brought to the attention of the public. MID COLUMBIA BUS COMPANY will be responsible for answering all inquiries from the public as to bus routes, location of bus stops, and schedules.

16. SAFETY INSTRUCTION

- a. MID COLUMBIA BUS COMPANY shall be available to make bus safety presentations to classes of students within the DISTRICT as advised and directed by the DISTRICT. These presentations will be in addition to the Emergency Evacuation Drill sessions as required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals. MID COLUMBIA BUS COMPANY must make a bus safety presentation to each class of students within the DISTRICT on a once per school year basis.
- b. MID COLUMBIA BUS COMPANY agrees to administer a satisfactory safety program, which is subject to the DISTRICT'S approval.

17. REPORTS

- a. The MID COLUMBIA BUS COMPANY agrees to furnish the DISTRICT information necessary for the DISTRICT to make transportation reports as needed and/or required to the State of Oregon. MID COLUMBIA BUS

COMPANY agrees to make other special reports, studies, and surveys regarding pupil transportation as are reasonably necessary to the DISTRICT.

18. ASSIGNMENT OF CONTRACT

- a. If the DISTRICT'S transportation should be unified or consolidated with that of another school district(s) in the future, then any agreement between the DISTRICT and MID COLUMBIA BUS COMPANY shall be transferred or extended to or with such a district(s) for such term as deemed appropriate by the Board of Directors of the DISTRICT.

- b. The MID COLUMBIA BUS COMPANY shall not assign, sell, dispose of or transfer rights or delegate duties through the contract either in whole or in part without the DISTRICT'S prior written consent. Unless otherwise decreed by the DISTRICT in writing, such consent shall not relieve the MID COLUMBIA BUS COMPANY of any obligations under the contract. Any assignee or transferee shall be considered the agent of the MID COLUMBIA BUS COMPANY and shall be bound to abide by all provisions of the contract. If the DISTRICT consents in writing to an assignment, sale, disposal or transfer of the MID COLUMBIA BUS COMPANY'S rights or delegations of MID COLUMBIA BUS COMPANY'S duties, the MID COLUMBIA BUS COMPANY and its surety, shall remain liable to the DISTRICT for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the DISTRICT otherwise agrees in writing.

19. TERMINATION OR SUSPENSION OF MID COLUMBIA BUS COMPANY SERVICES

- a. The DISTRICT may terminate this Agreement immediately in the event that the DISTRICT'S board or superintendent reasonably conclude that due to MID COLUMBIA BUS COMPANY'S performance required under this

AGREEMENT that the health, safety or welfare of the DISTRICT'S pupils is endangered so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by the DISTRICT to MID COLUMBIA BUS COMPANY by either delivery of written notice of such termination to MID COLUMBIA BUS COMPANY'S local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by MID COLUMBIA BUS COMPANY to DISTRICT for the purposes of delivering notices under the Agreement.

- b. The DISTRICT may terminate this Agreement with MID COLUMBIA BUS COMPANY by giving 180 days written notice of termination to MID COLUMBIA BUS COMPANY. Said notice to be delivered by either delivery of written notice of such termination to MID COLUMBIA BUS COMPANY'S local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by MID COLUMBIA BUS COMPANY to DISTRICT for purposes of delivering notices under this Agreement.

- c. The DISTRICT may terminate this Agreement if DISTRICT gives written notice to MID COLUMBIA BUS COMPANY of its intent to terminate this Agreement if MID COLUMBIA BUS COMPANY is in default under the Agreement for any of the reasons set forth below in this section and MID COLUMBIA BUS COMPANY should fail within 60 days after receiving such notice from the DISTRICT to remedy said default set forth in the notice from DISTRICT. The following events shall be a default by MID COLUMBIA BUS COMPANY and shall be subject to this 60 day notice requirement:
 - 1. Should MID COLUMBIA BUS COMPANY be or become insolvent.
 - 2. Should MID COLUMBIA BUS COMPANY make a general assignment for benefit of creditors.

3. Should MID COLUMBIA BUS COMPANY file for protection under the bankruptcy law the United States.
4. Should MID COLUMBIA BUS COMPANY repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation service requirements for the District as set forth under this Agreement.
5. Should MID COLUMBIA BUS COMPANY regularly fail to perform the transportation service required under this Agreement in compliance with required time schedules.
6. Should MID COLUMBIA BUS COMPANY regularly fail to comply with DISTRICT transportation policies.
7. Should MID COLUMBIA BUS COMPANY willfully disregard laws, ordinances, governmental rules, or regulations or should repeatedly disregard the instructions of the DISTRICT which are consistent with the Agreement.
8. Should MID COLUMBIA BUS COMPANY commit any other material breach of this Agreement.

20. SEVERABILITY

- a. Should any provision of an agreement between the DISTRICT and the MID COLUMBIA BUS COMPANY of the application thereof, be held invalid or unenforceable, the remainder of an agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

21. DISPUTES

- a. This contractual Agreement, between the DISTRICT and MID COLUMBIA BUS COMPANY included, in addition to the body of this Contract:
 1. All required provisions of the Request for Proposals in response to which MID COLUMBIA BUS COMPANY'S proposal was submitted to the DISTRICT, unless waived by the DISTRICT in writing or specifically contradicted in the body of this Contract; and
 2. All commitments, elements and representations contained in MID COLUMBIA BUS COMPANY'S proposal, including supplemental data submittals provided by MID COLUMBIA BUS COMPANY with its Proposal, unless waived by the DISTRICT in writing or specifically contradicted in the body of this Contract.
 3. Order of precedence in interpreting Contract documents shall be as follows:
 - a. Any written, mutually agreed upon modifications to this contract, following the initial signing of the contract, must recent such modification first,
 - b. This contract,
 - c. The request for proposal that led to the creation of this contract,
 - d. MID COLUMBIA BUS COMPANY'S proposal submitted to the DISTRICT in response to the request for proposal, including all auxiliary submissions, written clarifications or written responses to questions.
- b. Parties agrees that any disagreement regarding the interpretation, meaning, or effect of any provision of this Agreement shall be settled by arbitration if so requested by either party in writing. In the case of such a written

request, the Parties agree that within sixty (60) days binding arbitration will be entered into, with the parties agreeing on an arbitrator. The decision of the arbitrator shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between parties.

- c. In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of such suit or action in addition to all other sums provided by law.

22. INCURRING COSTS

- a. The District is not liable for any cost incurred by MID COLUMBIA BUS COMPANY in responding to this Agreement.

23. CONFIDENTIAL INFORMATION

- a. Confidential attachments, data, documentation, or other information supplied by the MID COLUMBIA BUS COMPANY to the DISTRICT shall be utilized in a prudent manner by the DISTRICT so as to allow MID COLUMBIA BUS COMPANY to maintain its competitive operative advantages and trade knowledge; however, the DISTRICT shall not be held liable for any breaches of, or relating to, confidentiality, and should such a breach occur, MID COLUMBIA BUS COMPANY agrees to hold the DISTRICT harmless in such a circumstance.

24. INSURANCE

- a. MID COLUMBIA BUS COMPANY shall provide, as a part of this Agreement, copies without omission or gaps of actual insurance policies cover pages "or similar document" covering workers' compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured

wording, and hold harmless wording, from an insurance company with a minimum A.M. Best rating of "A" during the current rating year. Agent/Company must be a company licensed and authorized in Oregon under ORS 734.550 and pursuant, thereby a member of the Oregon Guarantee Association.

- b. MID COLUMBIA BUS COMPANY'S insurance coverage shall be provided in the following amounts and under the following conditions.

Commercial General Liability

The MID COLUMBIA BUS COMPANY shall obtain, at its own expense, and keep in force during the term of the contract period, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include products/completed operations liability coverage, personal injury liability coverage and contractual liability coverage for the indemnity provided in the final contract Agreement between DISTRICT and MID COLUMBIA BUS COMPANY.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent. Each annual aggregate limit shall not be less than \$2,000,000 where applicable.

Automobile Liability

The MID COLUMBIA BUS COMPANY shall obtain, at its own expense, and keep in effect during the term of the contract period, Automobile Liability Insurance covering bodily injury, property damage and uninsured/underinsured motorist.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent for bodily injury and \$1,000,000 for property damage. Combined

single limit per occurrence shall not be less than \$1,000,000 or equivalent for uninsured/underinsured motorist.

Umbrella/Excess Liability

MID COLUMBIA BUS COMPANY shall obtain, at its own expense, and keep in effect during the term of the contract Umbrella/Excess Liability Insurance.

Aggregate limit shall not be less than \$5,000,000.

Additional Insured

School DISTRICT, its elected officials, departments, employees and agents shall be named as additional insured on said policies.

Hold Harmless

MID COLUMBIA BUS COMPANY shall also defend, indemnify and hold harmless the DISTRICT from and against any and all claims, suits, judgments and demands whatsoever, including without any limitation, cost, litigation expense, counsel fees and liability with respect to injury to or death of any person and damage of property by reason of MID COLUMBIA BUS COMPANY'S activities.

25. RATE ADJUSTMENT

- a. It is recognized by the DISTRICT that certain costs of MID COLUMBIA BUS COMPANY'S operation and fixed expenses may change materially, up or down, during the contract period. It is therefore agreed that the compensation for the services described herein shall be examined for possible adjustments, up or down, on a year-to-year basis. MID COLUMBIA BUS COMPANY shall submit to the District a proposed adjusted rate schedule by the first week of March, along with documentation justifying any rate changes submitted. However, under no circumstances will the

adjustment be greater than 3% or the percentage increase as measured by the US City Average Consumer Price Index (CPI-W) for all items for Portland-Salem, OR-WA for the preceding calendar year, whichever is less.

- b. Based on the submission of an increased rate schedule, the DISTRICT may, at its sole discretion as to the best interest of the students and the District, reasonably reduce the number or frequency of routes.
- c. Any agreed upon cost adjustment shall take effect on July 1, 2011 and each July 1 thereafter, throughout the term of the Agreement.
- d. If the change to MID COLUMBIA BUS COMPANY'S operation and fixed costs is outside their control and is an increase of 20% or more in any one calendar year compared to the prior years operation and fixed costs, the Parties agree to negotiate a reasonable rate that meets the needs of both parties.

26. INVOICE

- a. MID COLUMBIA BUS COMPANY will invoice all regular home-to-school, co-curricular and activity runs and submit such a statement to the DISTRICT by the 10th day of the month following when transportation services were provided which will be payable by the DISTRICT to MID COLUMBIA BUS COMPANY at the scheduled rates fifteen (15) days after date of invoice or on the 25th of the month. For example, the September invoice will be billed on October 10th. The itemized invoice will include detailed route and day's information, a breakdown for reimbursable and non-reimbursable activity trips, and other related costs so that DISTRICT can have a complete understanding of charges.

27. FUNDING

- a. The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by the DISTRICT is sometimes affected by circumstances outside the control of the DISTRICT. This Agreement, therefore, is entered into contingent upon the ability of the DISTRICT to fund this Agreement. Should the DISTRICT experience an unexpected shortfall which would affect the DISTRICT'S ability to fund this Agreement the compensation for any partial periods shall be prorated based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the DISTRICT and the Mid Columbia Bus Company.

28. UNAVOIDABLE DELAY


- a. In the event MID COLUMBIA BUS COMPANY is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the DISTRICT shall excuse MID COLUMBIA BUS COMPANY from performance hereunder and shall have the right, but not be required, to take over the operation of such buses that the MID COLUMBIA BUS COMPANY is prevented from running with school employees, or other persons as the DISTRICT may deem appropriate until MID COLUMBIA BUS COMPANY is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the DISTRICT shall pay to the MID COLUMBIA BUS COMPANY for buses used, the same amount specified in the rate schedule applicable for that year, less all reasonable expenses and costs incurred by the DISTRICT in securing the services of such operation personnel. The Mid Columbia Bus Company shall not be released from contractual obligation because of the above-mentioned

conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the MID COLUMBIA BUS COMPANY.

- b. The MID COLUMBIA BUS COMPANY agrees to provide, in a timely manner, transportation in the event of a labor dispute by either DISTRICT or MID COLUMBIA BUS COMPANY'S employees.
- c. If neither the DISTRICT nor the MID COLUMBIA BUS COMPANY operates the buses, the DISTRICT is not obligated to any payments.

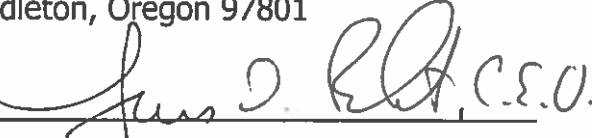
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed pursuant to Resolutions duly adopted by their respective Board of Directors, all on the day and year signed below.

Philomath School District 17J
Philomath, Oregon 97370

By: 
Pete Tuana, Superintendent

Date: May 28, 2010

Mid Columbia Bus Co., Inc.
Pendleton, Oregon 97801

By:  L.D. Barnhart, CEO
Lewis D. Barnhart, CEO

Date: 6/2/10

ADDENDUM A

FY 2010/2011 PHILOMATH SCHOOL DISTRICT 17J PUPIL TRANSPORTATION SERVICES RATE SHEET

HOME-TO-SCHOOL BUS RATES:

First 50 Miles Minimum Daily Rate Per Route Per Day	\$224.00
Rate Per Mile for Mileage over 50 mile minimum Per Route Per Day	\$1.97

MID-DAY KINDERGARTEN:

Rate per mile	\$1.97
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SPECIAL NEEDS ROUTE:

50 Mile Minimum Daily Rate Per Route Per Day	\$224.00
Rate Per Mile for Mileage over 50 mile minimum Per Route Per Day	\$1.97

ACTIVITY/FIELD TRIP BUS RATES:

Mileage rate (no minimum)	\$.59
Driver Hourly Rate (All Hours Gate to Gate)	\$10.72
Overnight motel/meal charge	\$100.00
Minimum Trip Rate Per Trip	\$52.21

SHOP RATES FOR DISTRICT VEHICLE MAINTENANCE

Labor per hour	\$32.50
Parts at Cost	

ADDENDUM B

Pursuant to the requirements of ORS 279B.230. Condition concerning payment for medical care and providing workers' compensation.

(1) Mid Columbia Bus Company agrees to promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Mid Columbia Bus Company, of all sums that the Mid Columbia Bus Company agrees to pay for the services and all moneys and sums that the Mid Columbia Bus Company collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Mid Columbia Bus Company agrees that Mid Columbia Bus Company and any and all subcontractors who are employers working under the Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Pursuant to the requirements of ORS 279B.220. Conditions concerning payment, contributions, liens and withholding.

Mid Columbia Bus Company agrees it shall:

(1) Make payment promptly, as due, to all persons supplying to the Mid Columbia Bus Company labor or material for the performance of the work provided for in the Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Mid Columbia Bus Company or subcontractors incurred in the performance of the Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

Pursuant to the requirements of ORS 279B.235. Condition concerning hours of labor.

(1) Mid Columbia Bus Company agrees that no person performing work for Mid Columbia Bus Company under this agreement may be employed for more than

10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) Mid Columbia Bus Company agrees to give notice in writing to employees who work under this Agreement, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) Mid Columbia Bus Company agrees that persons employed under this Agreement shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020

(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a Agreement for services, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

581-053-0015

Rules Pertaining to School Bus Drivers

(9) Driving Hour Limitations:

(a) A driver of a school bus must comply with one of the following two options:

(A) No person shall drive a school bus or other pupil-transporting vehicle more than ten total hours during any consecutive fifteen-hour period. At the end of ten hours of driving or a fifteen hour period, whichever occurs first, the driver shall not again drive a school bus or pupil transporting vehicle until at least eight hours have elapsed;

(B) The driver of a school bus or pupil transporting vehicle, after driving a regular morning route transporting pupils from home to school, may again operate a bus or pupil transporting vehicle, but not more than eight hours in a consecutive ten hour period or until 12 midnight, whichever occurs first, provided the driver has at least four hours free from actual operation of a bus following the end of the morning route. To qualify under this provision the driver shall have been free from bus driving duties for at least eight consecutive hours prior to the regular morning route.

(b) A driver shall not drive more than three hours continuously without taking at least a 15-minute break from driving duties;

(c) Emergency extension of driving hours. In the event of an unforeseen emergency, e.g., mechanical breakdown, accident or adverse road conditions, a driver may complete the trip without being in violation of the provisions of this rule if such trip could have reasonably been completed as originally scheduled without violation of this rule.

Addendum #1 to Transportation Agreement between Philomath School District 17J and Mid Columbia Bus Co., Inc.

7/11, 2014

Philomath School District 17J and Mid Columbia Bus Co., Inc. (hereinafter referred to as "Contractor") entered into a Transportation Agreement as authorized by ORS Chapter 190 for Mid Columbia Bus Co., Inc. to provide pupil transportation services for an initial term of five years beginning July 1, 2010 expiring June 30, 2015. This Agreement shall be known as the Transportation Agreement. This addendum is incorporated into and made a part of that agreement.

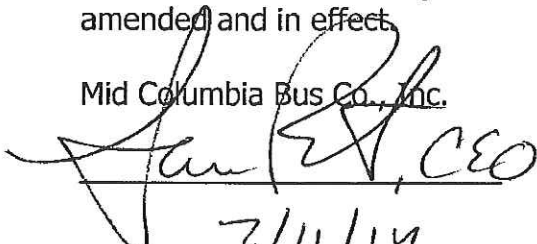
The Philomath School District has agreed to modify the extension term of the contract under Section 3. Term of Agreement, item a.. *(Board Mtg on 10/21/2013)* ^{attached}

Section 3. Term of Agreement, item a. would be amended to read as follows:

The initial term of the Agreement shall begin on July 1, 2010 and expire on June 30, 2015. With Mid Columbia Bus Company having satisfactorily performed all of the obligations as required of it hereunder, no later than November 1, 2013, this Agreement has been extended by mutual agreement for an additional term up to 6 years for the period July 1, 2015 to June 30, 2021.


All other terms of the original Transportation Agreement shall remain un-amended and in effect.

Mid Columbia Bus Co., Inc.



Date 7/11/14

Philomath School District #17J



Date 7/11/2014

**Addendum #2 to Transportation Agreement between
Philomath School District 17J and Mid Columbia Bus Company, Inc.**

Philomath School District 17J (hereinafter referred to as "District") and Mid Columbia Bus Co., Inc. (hereinafter referred to as "Contractor") entered into a Transportation Agreement as authorized by ORS Chapter 190 for Mid Columbia Bus Co., Inc. to provide pupil transportation services for an initial term of five years beginning July 1, 2010 expiring June 30, 2015. This Agreement shall be known as the Transportation Agreement. This addendum is incorporated into and made a part of that agreement.

On July 11, 2014, Addendum #1 to the Transportation Agreement was signed by both parties, extending the term of the agreement through June 30, 2021.

The District has agreed to modify the extension term of the contract under Section 3 - Term of Agreement, and add a provision to Section 25 – Rate Adjustment.

Section 3. Term of Agreement, item a. would be amended to read as follows:


The term of the Agreement began on July 1, 2010 and expired on June 30, 2015. The Agreement was extended by mutual agreement for an additional six years, expiring on June 30, 2021. This Agreement has been extended by mutual agreement for an additional term of five years for the period July 1, 2021 to June 30, 2026.

Section 25 Rate Adjustment, item e. would be added to read as follows:

During the 2021-22 fiscal year only, the parties agree to a 2.5% rate adjustment, regardless of the CPI-W provisions of Section 25 (a). In addition, if the parties agree to add GPS equipment to the buses prior to June 30, 2026, the adjustment for that year only would be an additional 1% increase over the CPI-W provisions of Section 25 (a).

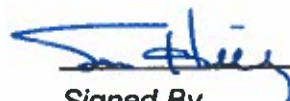
All other terms of the original Transportation Agreement shall remain un-amended and in effect.

Mid Columbia Bus Co, Inc.


Signed By

12/22/2020
Date

Philomath School District 17J


Signed By

12-22-2020
Date