# Exhibit C

# Bus and Shuttle Charter Service

# Terms and Conditions

The University expects the Contractor(s) to provide bus service comprised of exemplary customer service, charter bus performance conforming to the University’s needs, and competitive pricing. The University’s needs range from multi-day, multi-bus athletic events, day trips to multiple locations, staff transportation, and class field trips and shuttle service along with other individual client needs.

1. The Contractor warrants that it will abide by regulations, standards, and rules of Federal and State government agencies as applied to charter bus operation. Contractor shall be duly licensed by the appropriate government agencies, and is obligated to maintain its buses in good repair and operating condition. Documentation of this compliance with Federal and State government agencies shall be provided to the University on an annual basis.
2. The bus provided for service on the confirmed date must:
3. Be well maintained and in good condition;
4. Be clean, have clean windows, and a clean interior that smells fresh, is free of trash;
5. Have the requested seating and storage capacity;
6. Have operable parts and amenities as requested, and as available on the requested model/size of bus. These amenities may include reclining seats, heating, air conditioning, electric plugs, Wi-Fi, TV monitors and/or electronic video equipment with stocked and clean restroom as requested and/or available.
7. The bus provided for service on the confirmed date must be able to accommodate listed number of passengers with adequate space for carry-ons and storage for athletic, musical or other equipment and personal luggage as established in the initial bus request Note: The University occasionally charters buses where passengers have unusual sized cargo, such as vaulting poles or large musical instruments (e.g., tubas, drums).
8. On bus charter trips buses must remain available at all times for taking students, teams, clubs, student groups, staff, etc. to and from practices, hotels, eating establishments, etc. as required (within the Department of Transportation’s (DOT) guidelines for driver rest periods). Should a bus replacement be required during the scheduled trip, the original bus and driver shall remain with the customer until the replacement bus is brought to the site.
9. It is the Contractor’s responsibility to provide bus service ensuring on-time schedule performance. The Contractor shall make all reasonable efforts to ensure that any delay is as short as possible. Should substitute bus equipment be required it must be equivalent to the requested capacity and be able to meet the requirements of the scheduled trip. When, and if, schedule delays or equipment substitutions are necessary due to mechanical problems of the bus, the Contractor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person.
10. The Contractor must provide a single point of contact, name and phone number to the group leader for the duration of the trip for customer service, assuring support is available 24 hours per day. The University will provide a single point of contact who will be on the trip as part of the bus request.
11. Contractor’s administrative support staff, drivers and management shall at all times provide exemplary customer service and communicate in a professional manner with respect and courtesy given to all University representatives.
12. The Contractor shall provide drivers who:
13. Can effectively communicate with the customer
14. Can provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip
15. Shall be dressed in a professional manner with identification clearly visible
16. Shall demonstrate exemplary customer service and professional conduct
17. Shall not demonstrate any unprofessional conduct, use of inappropriate language, perceived intimidation, and/or personal or sexual harassment. Contractor is referred to [Universities sexual harassment policy](http://equalopportunity.calpoly.edu/content/sexual_harassment_prevention). Any such unprofessional conduct demonstrated will be reported by the University and shall be immediately corrected by Contractor. Such conduct may result in the removal of the Contractor form the approved contractor list
18. Have appropriate SBAB credentials when requested
19. It is the policy of the University to not pay deposits. The University payment terms are Net 30. Bus contractor invoices will be processed according to this policy.
20. Cal Poly will provide a bus request form which is to be used on all charters unless a reasonable substitute form is provided by the contractor at time of application
21. The University will list approved contractor information regarding contact and fleet details on their website for campus client use.
22. The University clients are responsible for providing driver accommodations and adequate parking for the coaches on overnight trips.
23. Contractor will have an annual performance evaluation. Feedback from the campus community will be used in the evaluation process (Exhibit E).
24. Contractor agrees to abide by Cal Poly’s cancellation policy included therein.
25. The application process will occur on an annually.