



**Torrance Unified School District  
2335 Plaza Del Amo  
Torrance, CA 90501**

**Request for Proposals**

**RFP No. 03-10.24.18**

**Supplemental Pupil Transportation Services**

**RFI Deadline**

**October 17, 2018**

**8:00 A.M.**

**Bid Submittal and Opening Date:**

**October 24, 2018**

**3:00 P.M. Sharp!**

Torrance Unified School District  
Purchasing Department  
2334 Plaza Del Amo  
Torrance, CA 90501

**Torrance Unified School District**  
**BIDDERS PACKAGE**  
**RFP No. 03-10.24.18**  
**Supplemental Pupil Transportation Services**

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## Notice Calling for Requests for Proposals

District Torrance Unified School District  
Project Description **Supplemental Pupil Transportation Services**  
Project Number **RFP # 03-10.24.18**  
RFP Documents Available: <https://www.tusd.org/purchasing/vendor-list>

Proposals Due By **October 24, 2018; 3:00 PM**

Submit Proposals To: Torrance Unified School District  
Purchasing Department  
2334 Plaza Del Amo, Torrance, CA 90501

Mandatory Conference: Torrance Unified School District  
Purchasing Department Conference Room  
2334 Plaza Del Amo, Torrance, CA 90501  
October 5, 2018; 9:00 AM Sharp!

NOTICE IS HEREBY GIVEN that the TORRANCE UNIFIED SCHOOL DISTRICT, acting by and through its Board of Education, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as RFP 03-10.24.18 Supplemental Pupil Transportation Services.

Mandatory Bidder's Conference. The District will conduct a ONE-TIME ONLY MANDATORY IN-PERSON CONFERENCE to be held at the location, date and time stated above. Failure to attend and sign-in will render such Bid to be non-responsive. Any Contractor bidding on the project who fails to attend the entire mandatory conference will be deemed a non-responsive bidder and will have its bid returned unopened. Allocate extra time due to parking restrictions in the area.

Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

Bid and Contract Documents. The Bid and Contract Documents are available online at:  
<https://www.tusd.org/purchasing/vendor-list>

No Withdrawal of Bid Proposals. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Bid Proposals shall not be withdrawn by any Bidder for a period of Ninety (90) calendar days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than October 17, 2018, 8:00 AM. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Gioconda Padilla, Director, Purchasing & Communication Services, via Email at: [padilla.gioconda@tusd.org](mailto:padilla.gioconda@tusd.org).

Gioconda Padilla  
Director, Purchasing & Communication Services  
TORRANCE UNIFIED SCHOOL DISTRICT  
Los Angeles County, State of California  
FOR: The Board of Trustees

Publication:

South Bay Daily Breeze and Vendor Registry  
1st Publication: September 22, 2018  
2nd Publication: September 29, 2018

## **Bid Overview**

This bid is a secondary and supplemental request, seeking responses from highly qualified pupil transportation contractors to furnish AS-NEED, no minimum, no maximum charter bus services for Torrance Unified School District's K-12 students.

The Bidder is expected to cooperate and coordinate fully with District staff so that work under this contract may be carried out without disrupting the educational process (as determined by the District), without any additional costs to the District.

Liquidated damages are applicable.

A MANDATORY Bidder's Conference is scheduled for October 5, 2018, at 9:00 A.M. Sharp at the Purchasing Department located in the long grey building at 2334 Plaza Del Amo, Torrance, CA 90501. This ONE-TIME ONLY MANDATORY IN-PERSON CONFERENCE requires attendance and failure to attend and sign-in will render a Bid to be non-responsive and bid will be returned unopened. Allocate extra time due to parking restrictions in the area.

***Thank You for your interest!***

Gioconda Padilla  
Director, Purchasing & Communication Services

## Instruction for Bidders

### 1.01 Preparation and Submittal of Proposal.

- A. **Bid Proposal Preparation.** All information required by the Proposal forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Proposals (“Bid Proposal”) may be deemed non-responsive. Proposals submitted on other than the proposal forms included herein shall be deemed non-responsive. Proposals not conforming to these Instructions for Bidders and the Notice Inviting Request for Proposals (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.
- B. **Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- C. **Date and Time of Bid Proposal Submittal.** A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.

~~1.02 **Bid Security.** Bid Security shall be in the form of: (a) cash, (b) a certified or cashier’s check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a California Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) in an amount not less than the stated percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.~~

**1.03 Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. Forms must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venture.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

- 1.04 Modifications.** Changes to the Bid Proposal which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.
- 1.05 Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.
- 1.06 Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 1.07 Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.
- 1.08 Documents Required Upon Award of Contract.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
- 1.09 Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such written request by **Wednesday, October 17, 2018**. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Gioconda Padilla, Director, Purchasing & Communication Services  
padilla.gioconda@tusd.org

Requests received after the RFI due date shall not be considered or responded to.

**1.10 District’s Right to Modify Contract Documents.** Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders.

If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.

**1.11 Bidders Interested in More Than One Bid Proposal.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

**1.12 Evaluation and Award of Contract.** The award of a contract, if made by the District, will be based on the District’s assessment of qualifications and desirability of the Service Providers. The District reserves the right to make multiple awards.

1.12.1 **Evaluation Criteria:** Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District’s discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria

1.12.2 Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specification.

1.12.3 . All data and information in the written proposal will be subject to verification.

<b>Selection Criteria</b>	<b>Weight</b>
Price of Eligible Services	50%
Prior Experience with Torrance Unified School District and/or References	30%
Local Contacts/Team	10%
Company Experience, Background, Financial Health	10%
<b>Total</b>	<b>100%</b>

1.12.4 Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Service Providers by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.

1.12.5 The District reserves the right to request additional information and/or clarifications from any or all Service providers that respond to this RFP.



**1.13 Rejection of Proposal and Waiver of Irregularities**

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

**1.14 Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.

**1.15 Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.

**1.16 Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

**1.18 Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

**1.20 Bid Protest.** Any bidder may file a bid protest. The protest shall be filed in writing not less than five (5) business days after the date of bids due. Email written protest to Gioconda Padilla, Director, Purchasing & Communication Services, at padilla.gioconda@tUSD.org, by filing the protest the protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based, and include all documents supporting or justifying the protest. Once the complete bid protest is received, the District will issue a written decision within Thirty (30) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. Bidder may appeal the decision. The District shall provide reasonable notice to the bidder of the time for Board consideration of the contract award. The Board's decision shall be final.

Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

**1.21 Public Records.** All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed

to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

## **1.21 Obtaining Information**

- A. Outside Sources.** The District reserves the right to obtain from any and all sources information concerning a Bidder which the District deems pertinent to this RFP and to consider such information in evaluation the Bidder's proposal.
- B. Inspections.** Upon reasonable notice to the Bidder, the District reserves the right to make on-site inspections of the Bidder's facilities which the District deems pertinent and necessary to evaluate the Bidder's proposal and to consider any information received from such inspection in evaluating the Bidder's proposal

**1.22 Rights of the District.** The District reserves the right to accept all or part of any proposal or to cancel in part or to reject all proposals. The District further reserves the right to select the company, or companies that it considers likely to best further the interests of the District. The District reserves the right to negotiate all covenants, terms and conditions, including, without limitation, the scope of work, or of any contract it may eventually elect to award pursuant to the RFP.

**1.23 Disqualification.** Bidder may also be rejected for False Claims under Government Code section 12650 et seq. and Penal Code section 72, if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Provider has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty;
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72.

**1.24 Termination for Convenience.** This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty (30) day written notice to the Bidder. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Bidder in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. The District shall pay to the Bidder all amounts earned and invoiced by the Bidder up to the termination date and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

**1.25 Cancellation for Insufficient or Non-Appropriated Funds.** The Bidder hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public

money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit the scope of work to be done due to non-availability or non-appropriation of sufficient funds.

**END OF SECTION**

# Proposal Form

## RFP 03-10.24.18 SUPPLEMENTAL PUPIL TRANSPORTATION SERVICES

### FOR

### TORRANCE UNIFIED SCHOOL DISTRICT

Date \_\_\_\_\_

Submitted By: \_\_\_\_\_

Bidder's Name

Bidder's Address

Telephone

Fax

Email Address: \_\_\_\_\_

TO: Torrance Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice to Contractors Calling for Proposals and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, buses and transportation services necessary to perform the Contract required in connection with the transportation services for:

#### RFP 03-10.24.18 Supplemental Pupil Transportation Services

is the Owner described above, all in strict conformance with RFP Proposal and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____

Or check here if **no** addenda were issued.

#### Additional Information:

**Notices.** All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

**Confirmation of Figures.** By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and

understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

**Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Name of Company:

---

By:

---

Name of Authorized Officer or Agent:

---

Title:

---

Date:

---

(Corporate Seal)

**NOTE:** *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. All signatures must be made in permanent blue ink.*

## BID PROPOSAL FORM

### Field Trips, Athletic Events, & Extra-Curricular Activities As-Needed Supplemental Services

Bus Capacity	Hours	Base Daily Rate	Excess Rate/Hour	*Excess Rate/Miles
<b>1-30</b>	2	\$	\$	\$
	3	\$	\$	\$
	4	\$	\$	\$
	5	\$	\$	\$
<hr/>				
<b>1-48</b>	2	\$	\$	\$
	3	\$	\$	\$
	4	\$	\$	\$
	5	\$	\$	\$
<hr/>				
<b>1-62</b>	2	\$	\$	\$
	3	\$	\$	\$
	4	\$	\$	\$
	5	\$	\$	\$
<hr/>				
<b>1-84</b>	2	\$	\$	\$
	3	\$	\$	\$
	4	\$	\$	\$
	5	\$	\$	\$
<hr/>				
<b>1-90</b>	2	\$	\$	\$
	3	\$	\$	\$
	4	\$	\$	\$
	5	\$	\$	\$

\*Minimum \_\_\_\_\_ miles per day.  
*Enter miles*

The District shall have the option to cancel without charge any scheduled trip(s) upon the District's notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pickup.

### BUS INVENTORY AND PROPERTY SUMMARY

Bus Number	License Plate	Bus Model/Year	Mileage	Passenger Capacity	Child Safety Alarm	Two-Way Radio	Seat Belts	W/C
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
					Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
					No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>

Attach additional pages as needed for full inventory

## **Agreement**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, in the City of Torrance, County of Los Angeles, State of California, by and between **Torrance Unified School District**, a California School District, hereinafter called the “District” and \_\_\_\_\_, hereinafter called the “Contractor.”

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**ARTICLE 1 - THE WORK.** The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

### **RFP NO. 03-10.24.18 – SUPPLEMENTAL PUPIL TRANSPORTATION SERVICES.**

Contractor shall perform all work covered by the Contract Documents, including without limitation, the specifications and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents. It is the duty of the Contractor to perform the services covered by this contract in exact accordance with the approved proposal as submitted. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in this proposal. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Torrance Unified School District, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

**ARTICLE 2 - CONTRACT TIME.** The services provided hereunder shall be commenced on November 1, 2018 and shall terminate at midnight on August 30, 2019. Quoted s must stay in effect for one (1) year after award of bid and may be extended on a year-to-year basis upon mutual consent of District and Contractor for an additional four (4) years (total 5 years) in accordance with provisions contained in the Education Code, 39803 (a).

**ARTICLE 3 - CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/Price Schedules. Payments shall be made monthly during the term thereof. Any proposed extensions to this Agreement shall be negotiated in good faith by both parties. Annual increases will be based on CPI for the month of June (not to exceed 3% per year). In the event of a general price decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

It is expressly understood that rate increases beyond the initial contract award periods are not automatic nor guaranteed. Contractor’s request to increase the current rate schedule will be evaluated and



considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District, per California Education Code, Section 39880.

A review of the Contractor's performance and costs will be made to determine the feasibility of any such adjustments.

**ARTICLE 4 - HOLD HARMLESS AGREEMENT.** The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District; and,
- (b) Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for injuries and losses arising from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District.
- (c) The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 5 - LIQUIDATED DAMAGES.** In the event of the failure or refusal of the Contractor to perform the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents, see Scope of Work and Special Conditions.

**ARTICLE 6 – PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction..

**ARTICLE 7 - INSURANCE.** The Contractor shall secure and maintain, as a minimum, the insurance

required by the bid documents with insurance companies acceptable to the District to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims that may arise from operations under the Agreement. Contractor shall further furnish to the District certificates of insurance, which shall name the District and the Board of Education as additional insureds. All policies required to be maintained by the Contractor shall contain a provision that coverages afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have.

#### **ARTICLE 8 - TERMINATION.**

- (a) Notwithstanding anything to the contrary stated in this Agreement, the District may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to the Contractor. Upon such termination, the District's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.
- (b) This Agreement may be terminated by either party hereto should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for 30 days after notice thereof is delivered by the non-defaulting party.
- (c) In the event that the Agreement is terminated by the District as a result of a failure to perform by the District under subsection (b) above, the Contractor shall be paid its compensation for services performed to the date of termination.
- (d) In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to subsection (b) above, then the Contractor shall be paid its compensation for services performed to the date of termination, and shall not be paid any termination expenses.

**ARTICLE 9 - NOTICES.** All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, return receipt requested, or via email to the addressed as follows:

**Torrance Unified School District:**  
Gioconda Padilla, Director, Purchasing & Communication Services  
2334 Plaza Del Amo, CA 90501  
Email: padilla.gioconda@tusd.org

**ARTICLE 10 - INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent Contractor and not an officer, agent, or employee of the District.

**ARTICLE 11 -COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following contract documents but not limited to, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Inviting Request for Proposals  
Instructions for Bidders  
Bid Proposal  
Bus Inventory & Property Summary  
Non-Collusion  
Bidder's References Responsibility Information

Agreement  
Certificate of Workers Compensation  
Drug Free Workplace Certification  
Criminal Background Check

Scope of Work

District Terms & Conditions, and General Conditions: [See District Website](#)

**ARTICLE 12 - AUTHORITY TO EXECUTE.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**Torrance Unified School District,**  
a California School District

\_\_\_\_\_  
(Contractor's Name & License Number)

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Tim Stowe  
Deputy Superintendent

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

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**

## Non-Collusion Statement

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I, \_\_\_\_\_ being first duly sworn, deposes and says that I  
am the \_\_\_\_\_ of \_\_\_\_\_, the party  
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_)\_\_\_\_\_  
(Area Code and Telephone Number)

## Workers' Compensation Certification

PROJECT/CONTRACT NO.: RFP 03-10.24.18 between Torrance Unified School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
  
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

## Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: RFP 03-10.24.18 between Torrance Unified School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person’s or organization’s policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT

## **Tobacco-Free Environment Certification**

PROJECT/CONTRACT NO.: RFP 03-10.24.18 between Torrance Unified School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT



## **Criminal Background Investigation / Fingerprinting Certification**

PROJECT/CONTRACT NO.: RFP 03-10.24.18 between Torrance Unified School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT

## Vendor References

1. The District expressly reserves the right to reject the proposal of any vendor who, upon investigation, has been determined to fail to provide similar services in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the vendor is "non-responsible" and poses a substantial risk of being unable to provide the services in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.
3. The vendor must also demonstrate knowledge of school district operations and should possess a working ability to provide similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers and addresses, as well as points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Torrance Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567;
- (c) Email: someone@torrance.com
- (d) 100 Hollywood Drive, L.A., CA 92000
- (e) Contact: James Earl Jones III at above #
- (f) Renovated Beverly Hills High
- (g) 2010 to 2015
- (h) \$50,000.00 per year

Reference #1

Organization's Name	
Telephone Number	
Email	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Email	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Email	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Email	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Email	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

## Questionnaire

Vendor Questionnaire: The vendor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “Your” as used herein refers to the vendor’s firm and any of its owners, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a) Profile

Provider’s Name										
Telephone Number										
Address										
Type of Organization	<input type="checkbox"/> Corporation (list officers and positions <input type="checkbox"/> Other (Please Specify): _____ _____ <div style="text-align: center;">Name and Titles of all Principals</div> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr><td style="width: 60%;"></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>									
Where Incorporated										
Year of Incorporation										
Subsidiary	Provide name and address of parent corporation:									
Is your firm publicly held?	Yes <input type="checkbox"/> No <input type="checkbox"/>  If not, what private individuals or families own more than 20% of your firm, or who is the general partner(s), or who is the sole proprietor?									

b) Is your firm currently engaged in providing transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes  No

c) List all applicable transportation permits (City, County, and State) under which you currently operate.

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d) Are you currently, or have you ever, contracted to provide Supplemental Pupil Transportation Services for any school district, non-public school or county superintendent of schools in the state?

Yes  No

e) Are you currently or have you ever provided transportation services in this state for special education pupils?

Yes  No

Number of years	
Number of public school districts serviced in the State of California for Special Education	

f) Is your firm currently engaged in providing Supplemental Pupil Transportation Services under contract with a school district, non-public school or county superintendent of schools?

Yes  No

g) List all applicable transportation permits (City, County, and State) under which you currently operate.

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h) Are you currently, or have you ever, contracted to provide Supplemental Pupil Transportation Services for any school district, non-public school or county superintendent of schools in the state?

Yes  No

i) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the firm submitting a proposal.

Yes  No

If the answer is "Yes," give dates, names and address of surety and details.

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j) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to transportation services during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.

Yes  No

If yes, provide name of public agency/organization and details of the dispute:

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k) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District?

Yes  No

If so, please elaborate.

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l) Driver Personnel

1. State the number of regular drivers you now have employed in California:

School: \_\_\_\_\_ Other: \_\_\_\_\_

2. How/where does your firm recruit drivers?

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3. What methods do you use to screen and select drivers from among the applicants?

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4. What information do you use and how do you gather it?

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5. What criteria or standards do you use and for what reasons might you reject an applicant?

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6. Do you require all terminal employees to be drug tested? If so, please elaborate on the testing procedures.

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7. Do you check driver applicant references?

Yes  No

8. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

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9. What percentage of driver applicants eventually begins your training programs?  
\_\_\_\_\_ %

10. What percentage of your driver applicants are hired directly as certified school bus drivers?  
\_\_\_\_\_ %

11. Are the official driving records of all your applicant drivers evaluated during the selection process?

Yes

No

12. What is the current rate of annual turnover among drivers your firm employs?  
\_\_\_\_\_ %

13. Do you have driver training programs as part of your current operational procedures?

Original (for persons with no school bus driving experience):

Yes

No

In-Service (continuing education and retraining for experienced school bus drivers):

Yes

No

14. Describe your current or proposed training program for driver applicants who have no experience driving school vehicles. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

Length of Program	
Number of Hours in Classroom	
Number of Hours Behind the Wheel	

15. Describe the components of the program and the number of hours devoted to each component.

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16. Do you evaluate applicants immediately before they are tested for certification?

Yes

No

17. Describe your In-Service driver training and retraining program If available, please provide the outline or course of study.

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How many training sessions are offered each semester at your typical terminal?	
Are there any independent reviews of training quality conducted on your training program?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, please describe the reviews:	
How do you identify those drivers for whom retraining will be required?	

18. If you currently have a driver training program, does the program include a section on transportation service for special education pupils?

Yes

No

(If available, please provide the outline or course of study.)

19. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On-Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious).

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Do your motivation and discipline programs offer progressive rewards and penalties?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Can drivers participate in defining and developing standards, rewards and penalties?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What monetary rewards and penalties are offered or imposed?	
What <i>non</i> -monetary rewards and penalties are offered or imposed?	

m) Safety Program and Activities

20. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

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21. How often are safety meetings held? \_\_\_\_\_

22. Describe any established safety organization activities in which your organization or its key personnel participate.

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23. What have been the chargeable School Bus Accident Rates for school vehicles operated by your firm in each of the three most recent Academic years?

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24. Provide a description of how you define school bus accidents.

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n) Preventive Maintenance and Mechanical Repair

25. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes

No

26. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

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27. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes

No

28. Briefly describe and provide a sample of these reports, including your daily bus checkout report form, and note their frequency.

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29. Do you use any other methods of identifying defects in vehicles?

Yes

No

If so, please describe.

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30. How do you ensure that serious safety related or potentially vehicle-damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?

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31. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

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32. Do you maintain and evaluate records of road failures?

Yes  No

If so, on average, how many road failures per month, per hundred vehicles, did your firm experience during the past year? \_\_\_\_\_  
\_\_\_\_\_

33. For what percentage of time were the vehicles that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year? \_\_\_\_\_%

34. Do you have a manpower or mechanic allotment schedule? (Number of vehicles per mechanic, etc.).

Yes  No

Briefly describe this schedule:

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35. What qualification and experience requirements do you have for your mechanical personnel?

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o) Management at the Terminal

The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. While the District understands that you may not be able to name the specific individuals your firm will assign to these management positions at the District terminal, the District requests that for each position, you list no more than three candidates who may be assigned to the District terminal. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless the District has, in its discretion, specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this bid with the written permission of the District, which may be granted or withheld in its sole and absolute discretion. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

36. For every individual you propose as a potential management staff member to be assigned to the District terminal, please provide the following information on a separate page:
  - A. Name and proposed position the person may be selected to fill;
  - B. Number of years with your firm and current position;
  - C. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position;
  - D. Current and two most recent previous positions, including the location (District) of the position, the position's title, a description of responsibilities and authority, including the number of vehicles and/or drivers, and the dates between which the position was held.
  
37. Please provide the name(s) of those persons within your firm who would have immediate authority over the terminal Manager you propose above, and those who may play an advisory role to terminal management, in the areas of: 1) Operations; 2) Training and Personnel; 3) Safety; and 4) Maintenance. Please provide the following information for each of these persons:
  - A. Name
  - B. Location of staff member's office
  - C. Number of years with your company.
  - D. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position.
  - E. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the dates between which the position was held.

38. Explain the training that is given to your terminal managers:

- A. Number of hours.
- B. Type of training; list components covered.

39. The District expects all bidder's staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?

p) Driver Safety Record

The requested information must include all bus operations-related work undertaken within the State of California by the Bidder and/or any partnership, joint venture, or corporation that any principal of the Bidder participates in as a principal or owner during the last five calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. Bidder may attach any additional information and/or explanation of the data, which the bidder would like taken into consideration by the District in evaluating the Bidder's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five calendar years.

The Bidder shall provide below its total number of each of the following: Bus Revenue Service Miles, National Transit Database (NTD) reportable bus accidents and fires, and bus fatalities, if any, for each of the last five calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- Injuries requiring immediate medical attention.
- Property damage equal to or greater than \$7,500, including all damage (transit and non-transit) resulting from the accident.
- All non-arson fires that occur in a revenue service bus (operating in or out of revenue service).



**Five Calendar Years Prior to Current Year**

Description	2013	2014	2015	2016	2017	Five-Year Average
Total Bus Revenue Miles						
Total Number of NTD Reportable Accidents						
Total Number of Fatalities						
Rate of Accidents/100,000 Bus Revenue Miles						
Rate of Fatalities/100,000 Bus Revenue Miles						

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Vendor References and Responsibility Information is true and correct.

Contractor Name \_\_\_\_\_ Date: \_\_\_\_\_

Signed \_\_\_\_\_ Phone \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

This form must be completed and submitted with your bid package.

## **Scope of Work and Special Conditions**

### **A. Safety**

Before entering the property of the District, especially at any school where children may be present, the driver shall at no time exceed five (5) miles per hour. The greatest care shall be exercised in guarding the safety of children and District staff. If it is necessary to back up onto school grounds, a second person must be used to clear way.

### **B. Performance**

If the contractor fails to make scheduled pickups THE DISTRICT RESERVES THE RIGHT TO DEDUCT THE FEE FROM MONTHLY INVOICES (pursuant to Section VIII of these special conditions).

A performance review may be conducted on a biannual basis with the District. If in the opinion of the District, the Contractor fails to perform satisfactorily or fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, the District may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Contractor responsible and liable for damage(s) which may be sustained by the District thereby or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.

### **C. Contract Period and Optional Renewal**

The Contract may be renewed for one-year periods, not to exceed a total of five years, if mutually agreed to by the Contractor and the District, in accordance with provisions contained in Education Code Section 17596; and subject to performance reviews made by the District.

In the event the Contractor elects not to extend on the anniversary date, the Contractor must notify the Director, Purchasing & Communication Services of its intention in writing 90 days prior to the anniversary date.

The Contract price must include all fees. Quoted prices must stay in effect for period specified above after award of bid. A maximum price increase not to exceed the average percentage of the Consumer Price Index (CPI), Month of June, for Los Angeles/Long Beach, may be negotiated each renewal period, but may never exceed more than three (3) percent. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

### **D. Limitation on Expansion of Services**

Following approval of the bidder or bidders, the successful bidder may not alter the proposed pricing or scheduling options (including the number of buses utilized for the service provided) without the prior written permission of the awarding agency.

### **E. Additional Services Not Listed on the Bid Form**

The District reserves the right to request additional services not listed on the bid form at negotiated prices, during the period that this bid is in force.

## **F. Bus and Equipment Requirements**

Contractor shall:

- 1) Contractor shall maintain sufficient, newer buses to provided uninterrupted service.
- 2) Contractor shall comply with Senate Bill 1072, known as the Paul Lee School Bus Safety Law. This bill requires school buses to be equipped with a “child safety alert system,” which is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.
- 3) The bid proposal shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles. The contractor shall function as an independent contractor.
- 4) Provide additional buses, as necessary, in the event of a bus breakdown. In the event of a bus breakdown, the maximum response time shall be 45 minutes from the time of the scheduled pick up for additional buses to be made available for the patrons to continue on to their destination.
- 5) At its sole cost and expense, register and license such buses and equipment may be necessary or required to operate said buses and equipment on public roads and streets.
- 6) Possess, or acquire at its own expense, prior to the beginning service, a facsimile (fax) machine, and an email address.
- 7) It is clearly understood and agreed that the Contractor shall be held liable for any damage caused by the Contractor’s drivers to property owned by the District, and further agrees to notify the District in writing within 4-hours upon the incident occurring.
- 8) Buses that will be used for this service shall be available for inspection, if requested by an authorized representative of Torrance Unified School District, and shall be subject to approval by the same.
- 9) Provide the District with a business contact telephone number that shall be answered by a live person during normal business hours and maintain a 24-hour emergency contact system that utilizes a cellular telephone, management telephone tree, email, or other means to contact a manager 24-hours per day, 365 days per year. A person in management shall be able to return a call to the District within 30 minutes after being requested, even during non-business hours. This management person shall be able to address all operational issues in case of an emergency.
- 10) In the event of a missed pickup, a bus shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of notification (telephone or email) by the District. In the event that a schedule pick-up or drop-off is delayed for more than fifteen (15) minutes, the driver or other vendor agent will notify the Torrance Unified School District stating the reason for the delay and the expected time of arrival.

- 11) Provide buses equipped with two-way radios with compatible radio dispatch equipment at the Contractor's control facilities. The Contractor shall be responsible for the licensing of radio communication equipment. As a substitute to the two-way radios, each of the buses may be equipped with a cellular telephone. Citizen-band equipment is not acceptable.
- 12) Upon the request of the District, reports regarding buses' conditions, operation status, complaints, or other relevant information pertaining to service shall be immediately forwarded to the District. Contractor shall not seek compensation for any costs incurred to meet the requirements in this paragraph.
- 13) Each bus is required to be inspected annually by the CHP. The District shall be immediately notified of inspections performed by a governmental agency other than the District. The results of inspections shall be provided to the District within 24 hours, and any applicable signed certification shall be displayed or carried on the buses. The Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise the District of same.
- 14) Maintain a "satisfactory" CHP terminal inspection rating throughout the life of this Contract. If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall notify Director within one hour of receipt of the rating and outline steps that shall be taken to correct deficiency(ies). Contractor shall provide the District with copies of all CHP inspection reports within 24 hours of receipt.
- 15) Contractor shall keep all equipment used in the transportation of students in accordance with the State of California Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass any State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the District at all times. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment per day, or per trip, compensation. Contractor shall keep all equipment used in the transportation of students in accordance with the State of California Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass any State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the District at all times. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment per day, or per trip, compensation. All Special Ed buses must have air conditions.
- 16) Standby buses maintained in good working condition shall be available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable.

- 17) At any time during the contract period, any installation or modification of equipment required by change in law or regulation shall be made by the Contractor at its own expense.

## **G. Employees**

- 1) All Contractor employees must be acceptable to the District. Dissatisfaction with the work or the actions of any employee of the contractor performing work under this contract shall be sufficient cause for removal of said employee from the work or for cancellation of the contract.
- 2) All drivers while performing any trip for the DISTRICT shall possess and maintain a valid Commercial Driver License (CDL), Class A or B, (with a P-passenger endorsement), a valid California School Bus Driver with "S" endorsement, or SPAB certificate (of the appropriate class of vehicle), a valid Medical Certificate (DL-51), a valid First Aid certificate, a valid CPR card and shall adhere to any and all restrictions placed thereon such certificates and licenses as required by current applicable statutory or administrative codes.

Drivers shall be neat in appearance, in good health, wear CONTRACTOR provided identification, either ID badge or CONTRACTOR uniform and be of the highest moral character. The DISTRICT shall have the right to reject any driver, vehicle or CONTRACTOR personnel and shall notify the CONTRACTOR in writing.

- 3) The CONTRACTOR shall certify to the DISTRICT that they meet all requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to, Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure of the Federal or State Governments. CONTRACTOR must supply most recent terminal inspection with bid documents.
- 4) Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required service.
- 5) Contractor shall be responsible for the recruitment, controlled substance and alcohol testing, screening, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service Bus Operators. Service Bus Operators' wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.
- 6) Drivers that do not pass the medical examination or drug testing shall not be permitted to operate a Service bus.
- 7) The District has determined under Education Code section 45125.1 Subdivision (C) that in performing services pursuant to this Agreement, Contractor's employees will have contact with pupils. As required under Education Code Section 45125.1, Subdivision (A), Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony.

Contractor shall not permit any employee to perform services that may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of, or have no criminal charges pending for a felony as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony.

Fingerprints will not have to be redone for SPAB (School Pupil Activity Bus) drivers as fingerprints have been submitted through DMV. Contractor shall still certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony.

- 8) Service Bus Operators shall assist passengers confined to wheelchairs in boarding all buses, assist with tie downs, and assist with securing lap belts, if so requested by the passenger or District staff.
- 9) The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles. Records of these inspections shall be maintained in accordance to the State of California.
- 10) The Contractor shall establish a system that insures that all drivers follow procedures to ensure that a pupil is not left unattended on a bus, and to check their vehicles for sleeping children prior to leaving their bus, as per Senate Bill 1072, known as the Paul Lee School Bus Safety Law.
- 11) The contractor shall permit the school buses to be operated only by persons holding the required licenses/permits issued to him/her by the State. Every driver shall follow the normal and usual instructions and requirements of the State of California, District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The Contractor shall conduct Criminal Background Investigations of any new employees in accordance with the State of California and Federal government.
- 12) The driver will arrive at the pickup point a minimum of ten (10) minutes prior to the scheduled departure time. Pickup and discharge of students shall be made at

designated points only.

A school bus shall not be put into motion until all passengers are seated. All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The trip chaperon must coordinate their movements on the bus with the driver to ensure his/her safety.

In the event that a driver encounters conditions which in their opinion causes it to be unsafe the driver has the responsibility to pull vehicle over in a safe location and wait until conditions improve. Drivers shall notify the District of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment (if any).

## **H. Permits and Licenses**

The Contractor shall secure and maintain in force such licenses and permits as are required by law for furnishing the service herein specified and shall comply with and observe all provisions of state law, including but not limited to provisions of the California Vehicle Code; the Education Code; and directives and regulations of the State Board of Education, and any other governmental agency, relative to the transportation of pupils. The Contractor declares under penalty of perjury that he possesses the required licenses or permits.

Contractor shall hold a valid charter license or certificate issued by the California Public Utilities Commission (CPUC) at all times during the period of this Contract. Contractor shall notify the District within one hour of the loss of a valid charter license or certificate. If CPUC revokes the Contractor's permits to operate the buses for this service as a result of unsatisfactory inspection ratings by the California Highway Patrol (CHP), the Contractor's buses shall immediately discontinue operations under this Contract until the deficienc(ies) are corrected).

## **I. Liquidated Damages**

In any case of the Contractor's failure to meet certain specified performance requirements, the District may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and may either bill Contractor directly for the liquidated damage or deduct the liquidated damage from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for non-performance or untimely or inadequate performance nor the District's acceptance of liquidated damages shall be construed to waive the District's right to reimbursement for damage to its property or indemnification against third-party claims.

The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- 1) Route/Trip (athletic/field) arrived late to pick up: \$100.00 for 15 through 29 minutes and \$50 for each additional 15 minutes thereafter.

- 2) Contractor failed to equip bus with a properly working two-way radio or reasonable mobile communication: \$100.00 for each occurrence.
- 3) Contractor dispatch failed to notify Torrance Unified School District Dispatch of route/trip running late: \$60.00 for each occurrence.
- 4) Contractor failed to provide the appropriate bus type as specified by the Torrance Unified School District: \$200.00 for each occurrence.
- 5) Contractor cancelled trip after the trip was arranged and confirmed: \$500.00 for each occurrence.
- 6) Contractor route or trip ran so late that the trip cancelled or District bus was used to cover: \$500.00 for each occurrence.
- 7) No charge to the District if replaced with another provider.

**INITIALS REQUIRED:** \_\_\_\_\_

**J. Insurance Provided By Contractor**

The Contractor shall procure and maintain insurance at its own expense, and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain a policy or policies of insurance satisfactory to the District covering its operations under this Agreement and set forth below during the term of the Agreement. Certificates of Insurance, along with endorsements, shall be delivered to the District on or before the effective date of this contract. The Contractor shall furnish evidence thereof to the District not less than thirty (30) calendar days before new or renewed coverage is required. Such evidence shall be in the form of a certificate of insurance issued to the District; shall include a minimum sixty (30) day notification to certificate holders of cancellation or change in the policy, and shall be extended to include as additional insured's on the General Liability and Automobile Liability the Torrance Unified School District and the Torrance Unified School District Governing Board, Superintendent, and all officers and employees of the District, Board, or Superintendent.

**GENERAL LIABILITY INSURANCE and other insurance required**

The Contractor shall maintain such general liability insurance as will protect the Contractor from any claims for damages for personal injury, including death, and damage to property that may arise from operations under or about this Agreement. Such liability insurance shall:

- ◆ Be maintained in the amount of 5 million dollars (\$5,000,000) combined single limit.
- ◆ Specify that its coverage is primary.
- ◆ Be underwritten by a carrier acceptable to the District with a rating of A+ or A++
- ◆ Include the following coverage:
  1. Premises and Operations
  2. Contractual Liability



3. Broad Form Property Damage
4. Personal Injury
5. Broad Form Liability Endorsement;
6. Sexual Abuse Molestation Coverage

#### **Automobile Liability Coverage.**

The Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than 5 million dollars (\$5,000,000) combined single limit for each occurrence. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

The insurance described in the sections above shall name the Torrance Unified School District as an additional insured and shall also provide contractual liability coverage satisfactory to the District with respect to liability assumed by the Contractor under the provisions of this Agreement. Written proof of compliance with the requirements of this paragraph consisting of certificates of insurance and a copy of the additional insured endorsement to the Contractor's insurance policies in a form acceptable to the District shall be filed and approved by the District prior to any work performed by the Contractor pursuant to this Agreement and prior to the expiration of each policy year thereafter.

The Contractor shall effect renewal of such insurance not less than thirty (30) calendar days prior to the expiration thereof and shall promptly advise the District that such renewal has become effective. In the event that the Contractor shall not have effected such renewals on or prior to thirty (30) calendar days prior to the expiration of such insurance, the District may, at its option (but shall not be obligated to do so), pay the premium(s) necessary to afford such insurance coverage and the Contractor shall promptly reimburse the District therefore upon demand and the District at its option may offset the cost of premium(s) against any money due to the Contractor from the District.

#### **K. Number of Proposal and Contract Documents**

**REQUIRED:** ONE (1) COMPLETE ORIGINAL SIGNED PROPOSAL AS WELL AS A SCANNED/ELECTRONIC COPY THAT CONTAINS THE ORIGINAL SIGNATURES PROVIDED ON A FLASH/PEN/THUMB DRIVE.

#### **L. Billing of Services**

The successful bidder is expected to invoice each trip individually and reference Torrance Unified School District's Purchase Order. Invoices must be received within 30 days of the trip date. The successful bidder will be required to itemize District billings showing a breakdown of specific cost areas, such as regular education and field trip portion, and other specific areas as identified by the school district. Terms are Net-30 days.

#### **M. Customer Service Guarantee**

Bidder awarded this contract must guarantee and adhere strictly to the guidelines requested by the District for pick up time, location, and bus size. Drivers must be dispatched and arrive at the correct school site on time, with the appropriate bus size to accommodate the number of students. Any loss experienced by the District due to a late bus will be absorbed by the bidder awarded this contract. Drivers must be professional at all times and polite to District staff, Parents, and Students.

#### **N. Bus Request and Order Confirmation**

Bus requests for field trips, athletic and extra-curriculum activities are emailed to vendor with detailed information by authorized District staff. Upon receipt of the request, vendor must send District staff an email confirmation that bus has been scheduled for requested trip. In the event buses are not available on requested date and time, vendor must immediately contact District staff via email.

#### **O. Additional Requirements**

It is desired that all new and all pre-qualified used buses of the successful bidder may be equipped with Global Positioning Satellite (GPS) devices and access to selected live and historical data and reports will be provided to the District before commencement of service under the contract.

With the exception of wheel chair buses NO front engine transit buses will be accepted.

All transit buses except wheelchair buses shall have under floor or rear storage compartments.

#### **P. Special Education Transportation Equipment**

- a. Buses transporting ambulatory Special Education pupils shall be equipped with restraining non-stretch nylon webbed belts which are attached to the seat.
- b. Twenty passenger vans shall be equipped with high top (extended) roofs.
- c. Air Conditioning shall be provided in all Special Ed vans and conventional buses and maintained in working condition.

#### **O. Requirements for Buses Transporting Wheel Chair Pupils**

- a. The District may require at any given time the use of two van sized wheelchair buses to transport pupils.
- b. The District requires 100 % of Special Education vehicles that will be used for providing wheelchair pupil transportation service to be equipped with air conditioning and maintained in working condition.
- c. Wheelchairs must be secured within the bus as required by law.
- d. Contractor will be liable for any damage caused to wheelchairs as a result of improper handling.

- e. If the wheel chairs and pupils are placed in the bus by means of a ramp, the ramp shall be on the right hand side so that entry is from the sidewalk; the ramp shall be non-skid diamond plate or ribbed rubber surface.
- f. If the bus is equipped with an electro hydraulic loading platform or other type of elevator platform, this must be located on the right side of the bus.
- g. Wheelchair buses must be equipped with a warning device that is activated when the ramp door is open or the ramp is in the extended position.

**END OF SECTION**