

**Covina-Valley Unified School District on Behalf of and as a part of East San Gabriel Valley
Special Education Local Plan Area (SELPA)**

ADDENDUM NUMBER ONE

BID NUMBER 18-19-101

**SPECIAL EDUCATION PUPIL TRANSPORTATION
SERVICES FOR ELEVEN LOCAL EDUCATIONAL
AGENCIES OF THE EAST SAN GABRIEL VALLEY
SPECIAL EDUCATION LOCAL PLAN AREA**

The following changes, additions and clarifications have been made to the original Bid Documents for the above referenced Bid and shall be incorporated into the Bidder's response. As noted below, the information provided herein is in response to specific questions received from potential bidders which are listed below, along with the corresponding responses.

All project documents provided with, and referenced in, DISTRICT's Request for Bid No. **18-19-101**, including contract documents, requirements, and specifications (collectively, the "Bid Documents") shall remain unchanged with the exception of those elements added, revised, deleted, or clarified by this Addendum. In case of conflict between the Bid Documents and this Addendum, this Addendum shall govern and shall supersede any term in the Bid Document that contradicts or otherwise clashes with this Addendum.

Item 1- An Excel Spreadsheet of the 2018-2019 Bell Schedules and Calendar Exceptions is provided with this addendum. This is the most current information available and is subject to change.

Item 2- Questions and Clarification:

- 1) Can you provide a copy of the current contract, to include all addendums, pricing pages and any other contractual updates?

A copy of the DISTRICT's current contract and pricing pages are included with this addendum.

- 2) Can we be provided with copies of invoices for the 2017/18 school year from your current transportation provider?

A list of payments to the current provider is provided with this addendum.

- 3) Statement of Intent, section 1 – States that the district may award multiple contracts to several bidders? Can you further explain? Our proposed pricing would be based on being awarded all routes?

As set forth in the Bid Documents, the DISTRICT will be assessing bids pursuant to Education Code section 39802 which allows the DISTRICT to consider price and the bidder's ability to meet the specific needs of the DISTRICT when determining the best bids. Thus, the DISTRICT may, but is not obligated to, award multiple contracts. If a bidder is only willing to accept a contract for all routes, it may note this in the Bid Form Price Sheet, in the space provided under the sentence:

"If appropriate, Bid is limited to the following Routes and/or Schools of Attendance within the following Member District(s):"

The DISTRICT, at its sole discretion, shall determine if it will award one or multiple contracts based on the specific bids it receives. However, bidders will not be penalized for limiting their bids to a contract for all routes.

4) Will alternate bids be accepted that deviate from bid specifications?

Bidders, at their sole discretion and risk, may submit a bid that deviates from the Bid Document requirement by describing the deviation in writing. The DISTRICT, at its sole discretion, shall determine if the deviation constitutes a minor irregularity or proposes an adjustment to a negotiable term, in which case the bid will be accepted, or if the deviation causes the bid to be non-responsive, in which case the entire bid will be rejected as non-responsive. The DISTRICT will not provide responses to questions regarding specific deviations before receiving bids and therefore, bidders are encouraged to submit bids that comply with the Bid Document requirements. Bidders shall be responsible for all costs associated with submitting bids and therefore, the DISTRICT will not be liable or responsible if any bid is rejected as non-responsive. If the bidder does not describe a deviation, the bidder will be bound by all terms, conditions and specifications in the Bid Documents.

5) Can we be provided with "other transportation" information to include all extracurricular events and field trips for the 2017/18 school year? Need the total number of trips, total billable hours per trip and the mileage per trip?

The DISTRICT used the current provider for a total of 3 "other transportation" events in the 2017/18 school year. Event #1 (Annual SELPA Arts Festival) required 77 routes, Event #2 required 2 routes, and Event #3 required 1 route. This is all the information available.

6) Will bids be opened and results read publicly?

As bids will be assessed pursuant to Education Code section 39802, which allows the DISTRICT to consider price and other factors when assessing bids, the bids will not be read publicly. The DISTRICT will announce the results of the bid once it completes its assessment.

7) How many extended year routes operated this past school year?

The DISTRICT operated a total of 90 routes through the current provider for ESY 2018.

8) Bid Questionnaire, Management At The Terminal - Would ask that the district reconsider the request to name three candidates for key positions? We promote from within and would not post the positions until after the contract award. Would the district consider our overall proposed staffing with job descriptions for each planned position?

As set forth in the “Management at the Terminal” section of the Bid documents, the DISTRICT understands that bidders may not be able to name the specific person who will take the management positions named in the Bid Documents and therefore, will allow bidders to name multiple candidates who may take the position. However, bidders must name specific individuals who are currently employed by the bidder as candidates. In other words, bidders cannot submit a bid indicating it will hire employees to fill the position after winning a contract. Bidders may list candidates who could be promoted to the positions after the contract but these candidates must be current employees.

- 9) Bid Questionnaire, Preventative Maintenance and Mechanical Repair K - Can you advise approximately how many restraint devices will be needed? Harnesses? / Car seats?

This information was made available in the Transportation Data available by contacting Robin Harbert, Assistant Director of Purchasing, at rharbert@c-vusd.org.

- 10) Can we be provided with a list of current school buses being utilized to include manufacturer, model, bus model year, fuel type, seating capacity and number of wheelchair positions?

The DISTRICT does not have a current list of the specific school buses used.

How many transit buses are required?

Transit buses will be requested as needed for “other trips” to include extracurricular events and field trips

- 11) Can you further define the driver uniform requirement? Shirt only or shirt and pants?

The uniform requirement requires drivers to wear a professional shirt identifying themselves as bus drivers for the DISTRICT. All other attire must be professionally appropriate and clean at all times. The DISTRICT reserves the right to inspect and require changes to the clothes worn by any driver if the DISTRICT determines specific clothing is not appropriate.

- 12) Are the current driver’s members of a bargaining unit, if yes can we be provided with a copy of the collective bargaining agreement? If not can we be provided with current wage information?

The DISTRICT does not have this information available at this time.

- 13) Damages on Failure to Provide Service – Can you provide the total dollar amount the current transportation contractor was charged for the 17/18 school year?

A total of \$9,300 in damages were assessed for the 2017/18 school year.

- 14) Section 36, District has the right to terminate for convenience with twenty (20) days written notice? One could say that this means the contract term is only twenty (20) days? Would ask that this be changed to a longer term and make this mutual?

The termination for convenience clause is a requirement of the contract. However, the DISTRICT does not anticipate that it will terminate the contract for convenience during the term. Instead, this language is installed to protect the DISTRICT in case a Vendor provides unsatisfactory service that does not rise to the level of a breach of contract. The DISTRICT will endeavor to work with the Vendor to address any issues prior to initiating a termination for convenience.

- 15) On the Cost Proposal pages, we are not sure what to put in the boxes labeled “Number of Buses” since the number of buses needed for 2019 -24 is unknown at this time. We suggest re-labeling that box as “Maximum Number of Buses Bidder can provide (if there is a limit)”

This Addendum includes a revised Cost Proposal page to address this issue.

- 16) Please confirm section 26 of the sample contract does not intend to mean that students from different LEAs cannot ride together on the same bus route.

Students from different LEAs may ride in the same bus. In summary, section 26 of the sample contract requires the Vendor to coordinate its services with the DISTRICT and all involved LEAs and does not preclude providing routes that serve students from multiple LEAs.

- 17) Regarding section 14.u, please provide the brand name and model of the on-board GPS devices for drivers currently being used.

The GPS devices currently used by the DISTRICT’s current provider is Zonar Systems.

- 18) Will the bids received be publicly opened and read on September 27th?

Because bids will be assessed pursuant to Education Code section 39802, which allows the DISTRICT to consider price and other factors when assessing bids, the bids will not be read publicly. The DISTRICT will announce the results of the bid once it completes its assessment.

- 19) Please provide a copy of the complete contract including any addenda and pricing correspondence for the current provider.

A copy of the DISTRICT’s current contract and pricing pages are included with this addendum.

- 20) Please provide complete copies of the current provider's monthly invoices for the months of June and July, 2017 and March, April and May, 2018.

A list of payments to the current provider is provided with this addendum.

- 21) The RFB asks that the cost of the performance bond not be included in the pricing but rather, priced separately. To avoid confusion, we suggest adding a line for the cost of the performance bond on the Cost Page.

This Addendum includes a revised Cost Proposal page to address this issue.

- 22) The RFB states that the Contractor is to complete the routes two weeks before school starts. How many weeks before school starts will the student information from which to form the routes be delivered to the Contractor?

The DISTRICT will provide student information after the contract(s) is/are awarded. Student information from Member LEAs was received on 06/29/2018 for the 2018-2019 school year, with routes created by the SELPA for the 2018-2019 school year.

- 23) Please provide the amount that was withheld as liquidated damages from the current provider for each of the last three school years.

The DISTRICT assessed the following liquidated damages: 1) for the 2017-2018 school year: \$9,300 2) for the 2016-2017 school year: \$28,600 and 3) for the 2015-2016 school year: \$0.

24) Can we piece this out? Meaning, can we bid on a part of the needed routes?

As set forth in the Bid Form Price Sheet, bidders can limit their bids to specific routes / schools by identifying the limitation in the space provided under the sentence:

“If appropriate, Bid is limited to the following Routes and/or Schools of Attendance within the following Member District(s):”

25) What is the total current cost of the transportation needs?

A list of payments to the current provider is provided with this addendum.

Except as specifically addressed herein, all other original provisions of Bid Documents issued prior to this Addendum No. 1 shall remain in effect as written. This Addendum No. 1, taken together with the Bid Documents, represents the entire Bid Package associated with Bid No. 18-19-101, seeking SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES FOR ELEVEN LOCAL EDUCATIONAL AGENCIES OF THE EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA

END OF ADDENDUM NUMBER ONE

**EAST SAN GABRIEL VALLEY SELPA
TRANSPORTATION COST (16-17 ESY to 17-18 ESY)**

	Cost per Period *
Jun-17 ESY	382,531.30
Jul-17 ESY	161,221.62
Aug-17 ESY	2,654.64
Aug-17	355,361.20
Sep-17	679,772.39
Oct-17	761,151.85
Nov-17	554,159.48
Dec-17	553,025.44
Jan-18	605,380.86
Feb-18	647,603.04
Mar-18	779,757.05
Apr-18	612,050.77
May-18	800,154.10
Jun-18	161,728.23
Jun-18 ESY	381,123.04
Jul-18 ESY	226,007.42
Aug-18 ESY	not available at this time
Other Trips	14,219.12
Total Cost	\$ 7,131,493.99

* Cost is after assessment of liquidated damages

AGREEMENT

This AGREEMENT is made and entered into this day of June 19, 2014, by and between the Covina-Valley Unified School District on behalf of, and as a part of East San Gabriel Valley Special Education Local Plan Area, hereinafter referred to as "DISTRICT", and First Student, Inc., hereinafter referred to as "CONTRACTOR". This AGREEMENT supersedes and renders null and void all prior AGREEMENTS, contract amendments, addenda, payment schedules and provisions.

WITNESSETH

The DISTRICT and the CONTRACTOR for the consideration hereinafter named, mutually agree as follows:

1. **SCOPE OF CONTRACT.** The CONTRACTOR shall operate and maintain school buses for the transportation of students served in DISTRICT programs and designated special education students served by school districts located within Los Angeles County (collectively referred to herein as "students transported under this Agreement") using buses provided by the CONTRACTOR. Such transportation may be either within or outside Los Angeles County and on any day or days during the term of the Agreement. The CONTRACTOR shall provide daily transportation services for the students served in DISTRICT programs and such other transportation needs as may be specified by the DISTRICT. CONTRACTOR shall provide all services, and meet all requirements identified and articulated in the CONTRACTOR's Bid Package and the Agreement Documents, as defined in Section 3 below. As used in this Agreement

a. The term "daily service or route" is defined as all home-to-school and school- to home transportation of any DISTRICT students which takes place at the beginning, midday or at the end of the school day for such students.

b. The term "other transportation," as used herein, is defined as any transportation of students and DISTRICT personnel, including, but not limited to, transportation to and from extracurricular events, periodic shuttle of adults, and transportation of students attending other school districts within Los Angeles County pursuant to agreements between those districts and the DISTRICT.

c. The DISTRICT, at his/her sole discretion, may staff to provide student assistance while student is accessing the transportation services under this Agreement

2. **TERM OF AGREEMENT.** The term of the Agreement shall be for a five (5) year period beginning August 1, 2014 and ending July 31, 2019. The terms "contract year" and "academic year" shall encompass the period of August 1 through the following July 31.

3. **AGREEMENT DOCUMENTS.** The complete Agreement binding the parties consists of this Agreement and all of the RFB submittal documents and addenda, the Cost Bid, the Bid Bond and Performance Bond, and the Bid Questionnaire of the CONTRACTOR, all of which are hereby incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Bid, the terms of this Agreement shall govern.

4. **PERMITS AND LICENSES.** The CONTRACTOR, its employees and agents shall secure and maintain valid permits, licenses and certifications and shall comply with all applicable current and future background check laws that are required by law for the execution of this Agreement.

5. **INSURANCE.** Insurance must be provided by an insurance company licensed to do business in California. All insurance required under this section must be obtained within ten (10) days of bid award and must be approved by the DISTRICT. The CONTRACTOR shall furnish the DISTRICT with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CONTRACTOR's coverage to include the contractual liability assumed by the CONTRACTOR pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the DISTRICT of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. **Public Liability, Property Damage, and Vehicle Liability Insurance.** The CONTRACTOR shall take out and maintain during the term of this Agreement such Bodily Injury Liability, Property Damage Liability, and Motor Vehicle Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from the CONTRACTOR's operations under this Agreement whether such operations are by itself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be \$5,000,000 (Five million dollars) combined single limit bodily injury and property damage for each occurrence and \$30,000,000 (Thirty million dollars) motor vehicle liability insurance. After three (3) years from the date this Agreement is first executed the DISTRICT may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar DISTRICT agreements by giving sixty (60) days written notice to CONTRACTOR. Any such increase shall be specified and confirmed in writing, signed by the parties, and made part of and incorporated by reference in this Agreement. The DISTRICT and his/her Officers, Agents, Employees, and Servants shall be named as additional insured on any such policies of insurance which shall also contain a provision that the insurance afforded thereby to the DISTRICT and his/her Officers, Agents, Employees and Servants shall be primary insurance to the full limits of liability of the policy, and that if the DISTRICT or his/her Officers and Employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the DISTRICT, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

b. **Workers' Compensation Insurance.** The CONTRACTOR shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage, with a minimum limit amount of \$1,000,000 (One million dollars). In signing this Agreement, the CONTRACTOR makes the following certification required by Section 18 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

6. **LEGAL REQUIREMENTS.** CONTRACTOR must comply with all applicable laws, ordinances and other legal requirements related or applicable to the services required by this Agreement, including, but not limited to, , the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Dept. of Transportation, Washington, D.C. CONTRACTOR shall ensure compliance with all applicable laws and relations and will defend and

indemnify the DISTRICT from any claim, damage, or action arising from CONTRACTOR's failure, or alleged failure, to comply with any applicable law or regulation, as set forth in Section 7 below.

7. HOLD HARMLESS AND INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. **Workers' Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and

b. **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT; and

c. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of ARTICLE VIII, Paragraph 1 above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim 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

8. SAFETY PROGRAM. The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel, including, but not limited to, DISTRICT's employees assigned to accompany students on buses, assigned pursuant to this Agreement. All operating personnel shall be required to attend regularly scheduled monthly safety meetings while school is in session. The DISTRICT's Designee(s) shall be notified in advance of the meeting time and location and may attend the meetings, as needed. All Safety and Training and in-service meetings will be conducted in Los Angeles County and shall be coordinated to enable DISTRICT employees to attend. CONTRACTOR shall provide written reports summarizing the Safety Program to the DISTRICT for review. The DISTRICT and CONTRACTOR shall work together in good faith to modify the Safety Program to meet the needs of the DISTRICT, its staff, and its students.

a. In accordance with State Law the CONTRACTOR will conduct school bus evacuation drills once during each academic year at no cost to the DISTRICT. The evacuation schedules will be prepared by the CONTRACTOR and provided to the DISTRICT's Designees.

b. Prior to departure on a school activity trip, all pupils riding on the school bus shall receive safety instruction that includes, but is not limited to, location of emergency exits, location and use of emergency equipment and responsibilities of passengers seated next to emergency exits. Field Trip Student Instruction form must be signed by the driver and the teacher to verify that instruction was provided.

c. The DISTRICT reserves the right to call periodic bus driver training meetings, at the CONTRACTOR's expense, and require mandatory attendance of all regular drivers working trips under this Agreement. Such meetings shall not exceed three (3) hours per year per driver, not including travel time.

d. The CONTRACTOR, at its expense, shall provide sufficient training hours for all drivers, to maintain required California Highway Patrol bus driver certification. THE CONTRACTOR shall record hours

on required TO-1 and TO-2 cards for all drivers

e. The DISTRICT reserves the right to have the DISTRICT's Designees check and ride on CONTRACTOR buses and routes throughout the term of this Agreement.

f. The DISTRICT reserves the right to have the DISTRICT's Designees speak directly to any driver of the CONTRACTOR regarding a route/student issue.

9. ASSIGNMENTS OR SUBCONTRACTING. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the advance written consent of the DISTRICT, except on a short term, interim basis in the event of emergency. The DISTRICT shall, should the CONTRACTOR be unable to provide personnel and buses necessary to meet the terms of this Agreement, bring in additional drivers and buses at no cost to the DISTRICT. All costs for such services shall be borne and paid by CONTRACTOR.

10. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms and conditions of this Agreement the CONTRACTOR is an independent CONTRACTOR and not an Officer, Agent or Employee of the DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR's employees are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the Services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

11. FORCE MAJEURE CLAUSE. The CONTRACTOR will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government when satisfactory evidence thereof is presented to DISTRICT, in writing, within five (5) days after the date on which the CONTRACTOR first failed to provide said services demonstrating that the nonperformance is not due to the fault or negligence of CONTRACTOR.

12. RELATIONS WITH THE PUBLIC. It is the intent of the DISTRICT to obtain the best quality transportation available that incorporates the highest performance standards and safety for the education and benefit of the students transported under this Agreement. The CONTRACTOR agrees to make available personnel to immediately evaluate the performance of any driver upon request of the DISTRICT's Designee(s), at no cost to the DISTRICT. Upon receipt of any performance evaluation, DISTRICT may require CONTRACTOR to replace any personnel providing services to the DISTRICT for any reason at no additional cost to the DISTRICT. The CONTRACTOR will cooperate in all manners within its means in maintaining an image commensurate with the goals of the DISTRICT, The DISTRICT reserves the right to have those CONTRACTOR employees who do not meet these standards removed from service under this Agreement and immediately replaced at no cost to the DISTRICT.

13. EMERGENCY /EVACUATION /ACCIDENT PLAN. Prior to the opening of the academic/school year, the DISTRICT's Designees will meet with the CONTRACTOR to establish procedures for use in the event of an emergency, evacuation or accident (the "Emergency Plan"). CONTRACTOR shall develop a written Emergency Plan to be submitted and approved by the DISTRICT prior to providing any services under this Agreement. The CONTRACTOR's Emergency Plan shall be considered part of this Agreement and any failure by CONTRACTOR to meet the requirements of the Emergency Plan shall be grounds for immediate termination of this Agreement. The DISTRICT's approval of the Emergency Plan shall in no way be construed as relieving CONTRACTOR from its obligation to indemnify the DISTRICT

from any harm arising under this Agreement, as set forth in Section 3 above.

14. CONTRACTOR PERSONNEL. The CONTRACTOR shall provide, at a minimum, the following management and supervisory staff:

a. **General Manager.** The General Manager shall deal directly with the DISTRICT designee(s) on all matters concerning the implementation and operation of this Contract.

b. **Operations Supervisor.** The Operations Supervisor shall supervise the School Bus Drivers workforce and is responsible for coordinating the daily operations (driver, routing and vehicle activities) necessary to ensure continuing service and customer satisfaction, working in conjunction with the Safety Training Supervisor and/or the General Manager.

c. **State Certified Safety and Training Supervisor.** The State Certified Safety and Training Supervisor shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train the CONTRACTOR's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.

d. **Lead Dispatcher.** The Lead Dispatcher shall be responsible for dispatching, assisting in filling bus schedules and communicating with parents and teachers regarding bus schedules and delays.

e. **Fleet Maintenance Supervisor.** The Fleet Maintenance Supervisor shall be responsible directly to the General Manager for the safety and mechanical conditions of the CONTRACTOR's vehicles. The CONTRACTOR must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for DISTRICT inspection at all times.

f. **All personnel assigned to perform under this Agreement shall be subject to continuous approval the DISTRICT. All drivers employed by the CONTRACTOR to provide service in this Agreement shall have and maintain valid California School Bus Driver Certification at all times and meet the standards set forth herein and established by the DISTRICT for employees coming in contact with DISTRICT students. All crimes committed by the drivers shall immediately be communicated to DISTRICT in writing. All drivers are required to follow CHP 82.7 rules and regulations.**

g. **Should any concern arise regarding the appropriateness of any driver on a route, the CONTRACTOR shall, upon notice from the DISTRICT's Designee(s), immediately remove and replace the driver from conveying any students transported under this Agreement until such time as the concern is resolved. The DISTRICT's Designee(s) may provide verbal or written notice of unsatisfactory service by any driver. The CONTRACTOR will investigate and reply with a written response on steps taken to correct/address the problem within 12 hours. The DISTRICT, at its sole discretion, may determine whether the drive may be reinstated or permanently removed.**

h. **CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, mental or physical disability, or national origin be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.**

i. **CONTRACTOR shall notify and obtain written approval of any change in its agreed upon transportation routes. All drivers shall be responsible for notifying each parent on their route should a route time change become necessary. The driver shall use the route change cards supplied by the DISTRICT's Designee(s).**

j. The DISTRICT shall provide CONTRACTOR with a list of approved items to be transported with students. All drivers are required to obtain approval from the DISTRICT if asked to transport an item or items other than those approved by the DISTRICT'S Designee(s) prior to transporting any unapproved item.

k. All drivers shall be required to immediately notify the DISTRICT in writing of any student transported under this Agreement who has not ridden the bus for any one-week period, provided the DISTRICT's Designee(s) has not notified the CONTRACTOR of the impending absence.

l. All drivers shall follow the routes as provided by the DISTRICT's Designee(s). The DISTRICT reserves the right to change the route assignment of any driver if the best interest of the DISTRICT will be served.

m. It shall be the driver's responsibility to ensure that car seats, seat belts, safety vests, buckle guards, belly belts, safety vest straps and/or wrist restraints are properly adjusted and fastened as soon as the student transported under this Agreement enters their seat and for the duration of the trip. Electric wheelchairs must be in the "OFF" position for loading and unloading safety. Wheelchair brakes must be in a locked position during transport. CONTRACTOR must ensure students transported under this Agreement who are in wheelchairs are adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the bus. The CONTRACTOR shall not transport any student who cannot be properly and safely transported due to improper or non-working equipment. CONTRACTOR shall notify the DISTRICT's Designee(s) immediately of any student equipment not in proper transport or working condition and follow the DISTRICT's direction with respect to transportation. In no event shall the DISTRICT be responsible for any harm or claim arising from the transportation of any student with improper, non-working, or broken equipment. CONTRACTOR shall indemnify and defend the DISTRICT from any harm or claim arising from the transportation of any student in accordance with Section 7 of this AGREEMENT. CONTRACTOR's notification to the DISTRICT of any improper or non-working equipment shall not relieve CONTRACTOR from its indemnity obligations and shall not be construed as making the DISTRICT liable for any harm or claim resulting from transport of students with improper or non-working equipment. Students transported under this Agreement who have been issued a safety vest must wear the vest during transport. If the safety vest is not available, the student shall not be transported for safety reasons. Wheelchairs and car seats will be provided by the parent/guardian. All other safety equipment will be provided by the CONTRACTOR. DISTRICT may request inspection of all safety equipment provided in the CONTRACTOR's vehicles at any time and may require modifications or additions throughout the term of the Agreement at no additional cost to the DISTRICT.

n. Each school bus driver employed by the CONTRACTOR to provide service to the DISTRICT shall be in good health. Each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis prior to driving a school bus in service of the DISTRICT. Chest x-rays or skin tests shall be required every four (4) years at CONTRACTOR's expense. CONTRACTOR shall establish and maintain a record-keeping system to assure that each driver meets these requirements. These records shall be available for review by the DISTRICT.

o. CONTRACTOR shall ensure all routes are covered by approved drivers if any driver is ill or becomes unable to provide services.

p. CONTRACTOR, at its expense, shall assign one employee the task of picking up route changes to the Transportation Office each morning. Route changes shall be electronically received by CONTRACTOR's employee from DISTRICT designated contacts only. CONTRACTOR shall not accept or implement any changes to any student's pick up or drop off location without written notice from DISTRICT's designated contact.

q. Drivers shall be required to transport students in wheelchairs, safety vests or car seats and must receive appropriate training or retraining in special equipment needs before they are allowed to begin transporting these students. All drivers shall be physically capable of performing the required techniques. No driver shall be required to lift students transported under this Agreement on/off the bus.

r. Drivers shall not be required to transport sick children or children with contagious afflictions (i.e., chicken pox, pink eye, lice). If a driver expects a student is ill or should not be transported for any reason, CONTRACTOR shall notify the DISTRICT immediately.

s. CONTRACTOR shall provide all drivers with a handbook, which states the driver's duties and responsibilities.

t. CONTRACTOR shall require all drivers, including substitute and stand-by drivers, to have an accurate timepiece with them while on duty so that the driver can maintain established scheduled route times.

u. All drivers, including substitute and stand-by drivers, shall be required to carry a current Los Angeles County road map book, or have GPS, at all times.

v. At no time shall CONTRACTOR disembark a student transported under this Agreement at a specific location without a receiving adult in attendance unless the student's parent or guardian has executed a Release from Responsibility form. Each driver shall notify Dispatch and await instructions when there is no parent or guardian present to receive a student transported under this Agreement without such signed form. The DISTRICT's Designee(s) will notify CONTRACTOR when a completed Release from Responsibility form has been executed authorizing the CONTRACTOR to leave a student transported under this Agreement at a specific location without a receiving parent or guardian in attendance. Prior to notifying the CONTRACTOR, the DISTRICT's Designee(s) will require that this form be signed by the student's parent or guardian and by the authorized signature of the DISTRICT. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student transported under this Agreement without a receiving parent or guardian in attendance and no Release From Responsibility form has been signed and the CONTRACTOR has been properly advised, the CONTRACTOR shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.

w. When specified by the DISTRICT's Designee(s), a student transported under this Agreement may be required to transfer from one bus to another on any trip to or from school. At no time will the CONTRACTOR transfer any student transported under this Agreement without the prior approval of the DISTRICT's Designee(s).

x. Any/all information given to drivers regarding students is to be considered confidential and under no conditions shall this information be used in violation of privacy rights of the students, their parents or guardians or caregivers. Any breach of confidentiality may result in legal action and/or disciplinary action against those responsible. Information/old route sheets must be shredded as soon as a replacement route sheet is generated. Drivers shall not discuss any student information or data.

y. All drivers shall be neatly groomed, appropriately dressed in uniform, and wear a company I.D. badge with name and picture. Drivers shall not smoke or use tobacco products and shall not eat while on a route.

z. Drivers shall be evaluated by the CONTRACTOR at least once each year for the purpose of observing his/her driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors

inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the CONTRACTOR during the term of the driver's employment by the CONTRACTOR, plus one (1) year thereafter and shall be sent to the DISTRICT. All drivers assigned to perform services under this agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of a school bus accident, the school bus driver shall be re-evaluated and retrained.

aa. CONTRACTOR shall comply with the applicable provisions of Education Code section 45125.1 with respect to all employees who may come in contact with DISTRICT students. Pursuant to Education Code section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment. CONTRACTOR must also provide the DISTRICT with a list of all employees providing services pursuant to this Agreement. In performing the services set forth in this Agreement, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list.

15. STAND-BY DRIVERS. CONTRACTOR shall provide sufficient regular CHP certified stand-by drivers on a daily basis. Stand-by drivers shall constitute a minimum of and, in any event, not less than ten percent (10%) of the total number of regularly scheduled drivers. These stand-by drivers are to report to work on a schedule set by the CONTRACTOR and approved by DISTRICT's Designee(s) to assure that routes will not be missed because of late or absent drivers. All Stand-by Drivers shall be subject to the same rules and requirements as applicable to CONTRACTOR's regular drivers.

In addition to the foregoing requirements, no relief, stand-by or newly assigned regular driver shall be dispatched on a route under this Agreement without being fully trained by the CONTRACTOR in the use of any and all equipment needed to safely transport the students transported under this Agreement on the route and approved by the DISTRICT. Each driver must receive a full orientation by the CONTRACTOR as to the type of student and/or conditions to be expected on the route, special problems and a review of the route sheet.

16. SCHOOL BUS ASSISTANTS. The DISTRICT may employ and assign school bus assistants for pupils who require assistance, because of the nature and/or severity of their handicapping condition. CONTRACTOR shall cooperate with DISTRICT and DISTRICT employee to enable the employee to provide the appropriate assistance to the student.

17. COLLECTIVE BARGAINING AGREEMENTS AND PREVAILING WAGE RATE. Prior to commencement of services under this Agreement, the parties hereto shall formulate a plan for continuing transportation services to students transported under this Agreement during a work stoppage or labor dispute that would disrupt transportation services to the DISTRICT and said plan shall be a part of any labor agreement between CONTRACTOR and CONTRACTOR'S employees.

CONTRACTOR shall comply with all wage requirements, including the general prevailing wages and rates applicable to Los Angeles County, with respect to all paid employees of the CONTRACTOR during the entire term of the Agreement and shall indemnify and hold the DISTRICT harmless for any claim or damage arising from CONTRACTOR's payment of wages.

In addition to the provisions contained in the section entitled TERMINATION OF AGREEMENT, the DISTRICT reserves the right to assign the areas covered by this section to another CONTRACTOR, either in whole or in part, whenever the CONTRACTOR is unable to perform due to lack of personnel or buses, or upon the occurrence of such other conditions as are specified in the paragraph entitled MAJEURE. In this event the assignment will cover the period in which the CONTRACTOR is unable to perform and will end, with the DISTRICT's agreement, when the CONTRACTOR has presented satisfactory evidence to the DISTRICT that the CONTRACTOR is able to perform the work hereunder.

Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the CONTRACTOR shall immediately give notice thereof including all relevant information with respect thereto to the DISTRICT.

Ninety (90) days prior to the beginning of each academic year the CONTRACTOR shall provide the DISTRICT with a report on the current status of CONTRACTOR's employer-employee relations.

18. ACCIDENT NOTIFICATION AND REPORTS. The CONTRACTOR must immediately notify the DISTRICT's Designee(s) of an accident involving a school bus operating under this Agreement. Further, the CONTRACTOR must provide updated information to the DISTRICT's Designee(s) as it becomes available. Initial accident reports may be delivered verbally, however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as possible but in no event later than 24 hours after the accident. THE CONTRACTOR must provide the California Highway Patrol / Police reports to the Designee(s) as soon as it becomes available.

19. LEA BILLING. CONTRACTOR shall provide all necessary information, including student specific data, by the deadlines required by the DISTRICT, to enable the DISTRICT to seek and obtain Medi-Cal reimbursement for all eligible students receiving any service from CONTRACTOR. To the extent required, CONTRACTOR shall promptly complete and submit any documentation to enable the DISTRICT to seek Medi-Cal reimbursement and maintain documentation to track the information needed by the DISTRICT. The DISTRICT may request, and CONTRACTOR shall provide, specific student data to comply with the State's requirements for any reimbursement throughout the term of this Agreement. Nothing in this section shall be construed as entitling CONTRACTOR to receive any Medi-Cal reimbursement payments either from the DISTRICT or directly from the State transportation.

20. ACCOUNTING. The CONTRACTOR shall provide the DISTRICT's Designee(s) with an alphabetical listing of drivers and their routes within twenty-four (24) hours of completion of any bid. For billing purposes, a driver's consolidation is comprised of single/multiple routes in the morning/midday/afternoon. Each driver consolidation must be approved by the DISTRICT's Designee(s) before payment will be authorized. CONTRACTOR shall assign hours and prepare a billing consolidation, which shall be the basis of charge for all regular school days. Route standards will be calculated for routes, which are run on an irregular basis. Once approved by the DISTRICT's Designee, any changes which are not authorized by the DISTRICT's Designee(s) will not constitute a change in billing and will not be paid by the DISTRICT.

For the first two (2) weeks of the academic year for each LEA, as defined by the DISTRICT Special Education calendar, the hours established effective on the first day of school shall be the only basis of charge for all regular school days. Consolidation changes, additions and deletions will not change the billing computation for the first two (2) weeks for each LEA, however, cancelled routes will be deducted from the billing computation. Therapy and Vocational Education activities will not be included in the initial billing unless that activity starts on the first day of school.

After the first two (2) weeks for each LEA, the established hours will be revised to reflect actual route time. Thereafter, an accounting adjustment will be made with each route change. The CONTRACTOR shall provide a monthly accounting summary report within ten (10) working days, in arrears, to the DISTRICT's Designee(s). This report shall summarize routes by time, by day and also reflect changes to route assignments and penalties assessed by the DISTRICT's Designee(s). The DISTRICT's Designee may change the monthly accounting summary report within fifteen (15) days of the date received if the summary does not accurately reflect the services received by the DISTRICT or the charges justified by the CONTRACTOR. Differences between actual hours and the established hours will be reviewed and retroactive adjustments will be made as required.

The DISTRICT will pay the 4 hour minimum Daily Rate per bus consolidation, except: When the DISTRICT covers a route for the CONTRACTOR, the actual time will be deducted and the 4 hour minimum Daily Rate will not apply.

The 4 hour minimum Daily Rate will not apply to those driver consolidations that are not assigned a permanent driver and will be billed for actual time at the excess hour rate until a permanent driver (not a cover driver) is assigned.

Hours in excess of the 4 hour minimum Daily Rate shall be reimbursed at the excess hourly rate. If the ending time of a noon route only allows the driver sufficient time to reach their first afternoon route, time will be paid straight through. In all other cases only actual live time will be paid. If the first pick-up in the a.m. or the last drop-off in the p.m. is absent and four (4) hours' notice is given to the CONTRACTOR, that time will be deducted from the billing computation.

The CONTRACTOR shall prepare an additional billing consolidation for holidays and other special days.

21. CANCELLED ROUTES OR DAILY SERVICE. The DISTRICT shall not be obligated to accept or pay for any route herein agreed to be furnished by the CONTRACTOR on any day transportation is not needed, provided the DISTRICT's Designee(s) has notified the CONTRACTOR no later than four (4) hours before the route was to be run. However, the DISTRICT will pay the 4 hour minimum Daily Rate for each consolidated route. The DISTRICT reserves the right to use drivers and buses of cancelled routes for other purposes (i.e., field trips, route evaluations, etc.) on the days the route is cancelled.

22. UNSCHEDULED CLOSING OF SCHOOLS. The DISTRICT shall not be obligated to accept or pay the 4 hour minimum Daily Rate on those days when, by the direction of the DISTRICT, or by any other lawful mandate, DISTRICT classes or schools are closed to ensure the health and safety of the students or for any other lawful reason. The DISTRICT's Designee(s) shall notify the CONTRACTOR immediately upon notification of such closure.

23. OTHER DAYS. "Other" days are those days when school is not in full session. On such "Other" days, as designated by the DISTRICT's Designee(s) the number of buses and the type of service shall be on an "as-requested" basis. A separate billing consolidation will be prepared on such "Other" days.

24. DAMAGES ON FAILURE TO PROVIDE SERVICE. It is agreed by the CONTRACTOR and the DISTRICT that due to the nature of the services to be rendered it would be impractical and extremely difficult to fix the actual damage caused by a failure to provide service under the Agreement. Accordingly, the DISTRICT, at its sole discretion, shall have the right to assess as penalty the amount(s) set out below, in addition to the rights and remedies granted to the DISTRICT for deficient performance:

a. \$300.00 (Three hundred dollars) shall be assessed for each morning route consolidation, or part thereof, that is 15 minutes or more late (routes starting in the morning)

b. \$300.00 (Three hundred dollars) shall be assessed for each midday route consolidation, or part thereof, that is 15 minutes or more late (routes starting midday.)

c. \$300.00 (Three hundred dollars) shall be assessed for each afternoon route consolidation, or part thereof, that is 15 minutes or more late (routes starting in the afternoon)

d. In addition, failure of the CONTRACTOR to provide the DISTRICT's Designee(s) immediately or within a reasonable time, as dictated by the nature of the occurrence or incident, complete and accurate information

relating, but not limited to, late routes, routes covered by stand-by/cover drivers, accidents, shortage of spare buses or the failure to use properly equipped buses as required by this Agreement, will result in an assessment of liquidated damages of \$200.00 (Two hundred dollars) per day and continuing at said rate for so long as CONTRACTOR fails to meet the requirements of this paragraph.

e. An additional penalty of \$100.00 (One hundred dollars) will be assessed if lateness is a result of insufficient drivers or spare buses.

f. At the beginning of each academic year, the CONTRACTOR shall have a period of six (6) weeks in which no penalties will be assessed.

g. Prior to assessing any penalties, the DISTRICT shall allow the CONTRACTOR five (5) days in which to correct the deficiency, which has led to the potential penalty. Notification of failure to provide service need only to be given once. The CONTRACTOR will be held responsible for deficiencies throughout the contract year.

Assessment of such penalties by the DISTRICT shall in no way relieve the CONTRACTOR of its obligation to provide spare buses and certified drivers sufficient to cover all interruptions in service to the DISTRICT due to failure of equipment or lack of personnel.

25. ADJUSTMENT OF RATES. All rates provided herein shall remain constant throughout the term of the Agreement. CONTRACTOR shall consider potential rising costs of fuel in its bid documents.

26. ROUTES AND SCHEDULES. CONTRACTOR shall work with DISTRICT to develop specific bus routes, schedules, pick-up/drop-off locations, loading/unloading zones and times for all Local Educational Agencies receiving services pursuant to this AGREEMENT (the "Schedule Routes"). CONTRACTOR shall submit proposed Schedule Routs for the DISTRICT's review and approval for every Local Education Agency that is to receive services by CONTRACTOR. The Schedule Routes shall be separated according to Local Education Agency so each participating Local Education Agency will have a set of self-contained Schedule Routes for their students. All Scheduling Routes and related information provided by CONTRACTOR shall clearly indicate the Local Education Agency attended by each student. Upon written approval of the DISTRICT, CONTRACTOR must ensure the Schedule Routes are followed by all drivers without exception or deviation. DISTRICT reserves the right to request revisions to the Schedule Routes throughout the term of the Agreement as deemed necessary and add special routes for special events or address special needs.

If the CONTRACTOR is asked to travel on a public road or enter private property that in the opinion of the CONTRACTOR endangers DISTRICT students, personnel or equipment, the DISTRICT's Designee(s) must be notified immediately. The CONTRACTOR shall send safety and training personnel to evaluate the area and immediately provide a written assessment of the public road or private property to the DISTRICT. DISTRICT reserves the right to require CONTRACTOR to provide an alternative route if the route is determined to be dangerous. However, DISTRICT's approval of any route shall in no way be construed as relieving or altering CONTRACTOR's indemnity requirements as set forth in Section 7 herein.

The CONTRACTOR shall provide the DISTRICT with route masters, which list all students to be transported, at least two (2) weeks prior to the first day of each academic session. The route masters shall include: the name of each student, the school district that the student attends, the order of pickup or delivery, pickup or delivery address, the school and program to which the student is assigned, the arrival and departure times of the assigned routes, the size and type of student equipment, and an indication of whether or not the student requires special handling.

Final routes, will be provided to the DISTRICT no later than two (2) weeks before school starts. The DISTRICT's Designee(s) reserves the right to change school hours, routes, consolidations and schedules at any time provided that the CONTRACTOR will be given at least three (3) days prior written notice. During the first month of school, the CONTRACTOR recognizes that numerous changes in routes and schedules may be required and will cooperate with DISTRICT's Designee(s) to implement required changes as quickly and orderly as possible.

27. ROUTE BIDS. Since frequent changes in drivers have an adverse effect on the students, bidding for routes among CONTRACTOR's drivers may occur no more than: 1) At the beginning of the School Year; 2) At the beginning of the Extended School Year. Once a driver is assigned to a route, he/she must remain on the route unless the DISTRICT requires a replacement or the driver is no longer able to provide services to the DISTRICT.

28. DRY RUNS. Orientation dry runs - morning, midday and afternoon, will be conducted for all routes prior to the beginning of a new school year and/or extended session and each time a route is changed. Parent information cards including route number, driver's name and pickup/drop off time, will be required for all routes during each dry run. The cost of the dry runs and driver orientation shall be borne by the CONTRACTOR. Each parent or guardian shall receive a route change notification for their student prior to any route change.

29. SCHOOL BUS REQUIREMENTS. The CONTRACTOR shall provide only certified school buses which meet all applicable regulations and laws relating to student transportation in California including all relevant requirements of the California Vehicle Code, Titles 5 and 13 of the California Administrative Code, all applicable rules, regulations and orders of the California Highway Patrol and the California Education Code.

All buses must meet or exceed the safety standards for school buses as established by Federal Motor Safety Standards and do not violate the following requirements: All buses shall have tinted windows, AM/FM radios and shall provide forward-facing location for wheelchairs and shoulder straps. All buses provided by CONTRACTOR under this Agreement shall be equipped with air conditioning. Each vehicle must be equipped with a Zonar system or other comparably equipped electronic tracking system. CONTRACTOR shall ensure this system is in working order at all times throughout the contract. CONTRACTOR shall provide the DISTRICT with any or all reports available from this system as requested by the DISTRICT. Each vehicle must be equipped with a video and sound surveillance.

All buses the CONTRACTOR proposes to furnish shall be subject to the approval and acceptance of the DISTRICT. A bus offered which, in the opinion of the DISTRICT, is not suitable for its intended use shall be immediately replaced by a bus of design acceptable to the DISTRICT at no additional cost to the DISTRICT. The DISTRICT's approval or review of any bus shall in no way limit CONTRACTOR's requirements to ensure each bus meets the requirements set forth herein or reduce CONTRACTOR's obligation to indemnify and defend the DISTRICT for any harm arising from its failure to provide proper vehicles as set forth herein.

All buses shall meet requirements of construction as established by Federal Motor Vehicle Safety Standards Numbers 217, 220, 221 and 222 inclusive. The CONTRACTOR must furnish an Inspection Approval Certificate issued by the California Highway Patrol certifying that any bus used in this Agreement is in compliance with said provisions of the Vehicle Code and Regulations of the State Board of Education. The CONTRACTOR agrees that all buses be supplied with a hand-held stop sign for red-light crossing. The CONTRACTOR agrees that all buses shall be in excellent mechanical condition and appearance at all times. The DISTRICT reserves the right to inspect buses and associated equipment at any time during this contract. Buses which are deemed to be unfit for providing the required service or which do not have a current certification shall immediately be replaced by the CONTRACTOR with another bus in proper condition of

the appropriate size, type and capacity. All required special education equipment shall be installed on all such replacement buses.

All buses, including spare buses, identified as being used for the transportation of students under this Agreement, shall be equipped with seat belts, shoulder safety straps, and all safety devices (i.e.: safety vests, buckle guards, belly belts) needed to provide for the safe transportation of riders.

All buses, including spare buses, shall be equipped with 10B:C fire extinguishers, bodily fluid kits, first aid kits and a hand-held stop sign for red-light crossing.

If, during the period of the Agreement, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modifications or installation shall be made by the CONTRACTOR without notification from the DISTRICT. The cost of such modification and/or installation shall be borne by the CONTRACTOR and evidence of completion shall be provided to the DISTRICT.

Regular preventive maintenance as approved by the bus manufacturer shall be practiced on all buses. Buses shall be cleaned inside and out as necessary and repairs to visible body damage, inside and out, shall be made immediately after such damage occurs.

30. SPARE BUSES. In order to provide the DISTRICT with immediate service in the event of bus breakdown, the CONTRACTOR will maintain an adequate number of licensed, CHP certified and compliant spare buses with a minimum of ten percent (10%) spare bus factor for each type and capacity, including leased buses. Spare buses are to be idle during the hours of 6:30 a.m. to 9:30 a.m. and 1:30 p.m. to 4:30 p.m. on school days.

Spare buses shall not be dispatched without appropriate student equipment as designated on the route sheet and are subject to all requirements applicable to CONTRACTOR's vehicles as set forth herein. Failure to provide such equipment will constitute a failure to provide service as outlined in DAMAGES ON FAILURE TO PROVIDE SERVICE.

31. COMMUNICATION SYSTEM. The CONTRACTOR shall guarantee that all buses under this Agreement, including spare buses, be equipped with 12.5 kHz efficiency technology in accordance with Federal Communications Commission (FCC) narrowbanding regulations for each mobile two-way communication system. The wattage power of the base station and mobile radio units shall be sufficient with ninety-five (95%) operability to a distance of ten (10) miles beyond any boundary of Los Angeles County from the transmitting tower and the frequency band shall be used solely for the DISTRICT. CONTRACTOR shall develop and submit for the DISTRICT's approval a written communication plan in which the CONTRACTOR establishes how all LEAs will be notified of any problems, changes, or delays in any transportation services (the "Communication System"). The Communication System shall ensure all drivers are required to immediately notify the CONTRACTOR of any problem, change or delay in transportation. CONTRACTOR will then relay the information to the DISTRICT. CONTRACTOR shall call the person designated by the DISTRICT to receive messages for the specific LEA until CONTRACTOR speaks to a person who confirms the information has been received by the LEA. The CONTRACTOR will also have a minimum of two (2) computer terminals linked to the DISTRICT's computerized transportation system with the appropriate modifications. This system, where possible, shall be able to link to the Covina-Valley and Los Angeles County-wide Emergency Response Radio System. The CONTRACTOR shall be prepared to work closely with the DISTRICT to implement any new technology upgrades and shall take all steps necessary to ensure the DISTRICT has the ability to communicate with CONTRACTOR and all working drivers at all times.

The CONTRACTOR shall have installed and maintained at its bus yard a direct telephone tie line to the DISTRICT's Transportation Office.

32. **LOCATION OF EQUIPMENT.** The CONTRACTOR shall maintain the necessary equipment for performance of the work to be done at agreed-upon locations within Los Angeles County.

33. **CONTRACTOR REPORTS.** The CONTRACTOR agrees to provide the DISTRICT with periodic reports and studies as requested by the DISTRICT's Designee(s) including, but not limited to, the following information. All reports shall be organized and separated by the Local Education Agency receiving services so each Local Education Agency will receive a report including all information related to their students. Any information related to individual students will indicate the Local Education Agency that the student attends. The reports discussed herein shall also include all information necessary to meet CONTRACTOR's LEA Billing requirements, as set forth in Section 19 above, including all student information required or requested by the DISTRICT throughout the Agreement. DISTRICT, at its sole discretion, may request further information or changes to CONTRACTOR's services based on the provided reports. However, DISTRICT's acceptance of any report shall in no way be construed as making the DISTRICT liable for any information provided in the reports nor shall submission of any report be construed as limiting, changing, or eliminating CONTRACTOR's obligation to defend and indemnify the DISTRICT for any harm or claim resulting from CONTRACTOR's services, as set forth in Section 7 herein.

- a. Provide reports on a daily basis notifying the DISTRICT's Designee(s) of any deviations or changes from any route, for missed trips and routes driven by cover drivers, or combined/split routes.
- b. Provide computerized monthly bus utilization and employee (bus driver) timesheet information in a format specified by the DISTRICT's Designee(s) which will permit the DISTRICT's Designee(s) to verify routes actually run by each bus and driver and to compare this information to the routing and billing information generated by the DISTRICT's Designee(s) routing system.
- c. Bi-monthly driver time checks including live time and deadhead as well as city of residence.
- d. Access to copies of driver route notices and files.
- e. Copies of all California Highway Patrol Approval Inspection Certificates and reports on buses and the terminal.
- g. Notification of hazards or obstacles as observed by the CONTRACTOR personnel along routes and schedules provided by the DISTRICT's Designee(s).
- h. Monthly listing of assigned bus number to assigned driver.
- i. Yearly mileage report for all buses used to transport students under this Agreement.

34. **BUS DISCIPLINE.** School bus drivers are responsible for rider discipline on their buses in accordance with CCR, Title 5, Section 14103 and any Administrative Regulations to be provided by the DISTRICT. Said Administrative Regulation may establish the procedure to be followed in the event of incidents of misconduct on the part of a student. No student transported under this Agreement is to be suspended from transportation services except by the DISTRICT's Designee(s) according to Education CODE 48911(a) (h).

The procedure to be used with any student transported under this Agreement for any disruptive occurrence while in transit is for the driver to radio for special instructions from the DISTRICT's Designee(s) and the student's school principal. Upon the occurrence of a student seizure, the driver is to immediately notify the DISTRICT's Designee(s) and student's school principal, and wait for instructions. Upon completion of a route when such instruction has been required, the driver must complete an incident report that must be delivered to the DISTRICT's Designee office within twenty-four (24) hours. Incident reports must also be completed by any driver who experiences a problem and cannot identify an individual for citation on the day of the incident or, if not possible, by 12:00 p.m. the following day. The CONTRACTOR will report serious or persistent student misconduct to the DISTRICT's Designee(s). The DISTRICT's Designee(s) or authorized DISTRICT personnel, as appropriate, shall then impose reasonable disciplinary measures upon the students as referenced above.

35. TERMINATION OF AGREEMENT.

A, For Convenience. The DISTRICT may terminate this Agreement, at any time during its term, without cause, upon sixty (60) days written notice to the CONTRACTOR. Upon termination without cause, the DISTRICT shall issue payment to CONTRACTOR for all services provided prior to the date of termination. T

B. For Cause. The DISTRICT may terminate this Agreement upon written notification if CONTRACTOR fails to provide any services or meet any requirements set forth herein or if the CONTRACTOR, or any of its drivers, violates any law or regulations applicable to its services. In the event of termination for cause, in addition to the remedies and damages set forth herein, CONTRACTOR shall be liable for all damages and costs incurred by the DISTRICT to address CONTRACTOR's failure to perform.

C. In the event of a dispute between the Parties as to performance of CONTRACTOR's services or the interpretation of this Agreement, or payment or nonpayment for services rendered or not rendered, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to provide all services required by this Agreement unless instructed by DISTRICT in writing to stop any services. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop services, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Agreement has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration.

36. NO WAIVER OF DEFAULT. The omission by either party at any time to enforce any default or right reserved to it or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.

37. DISPUTE RESOLUTION. The parties agree to meet and confer in good faith on all matters and disputes under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

DISTRICT

Covina-Valley Unified School District

**Jennifer Root
Chief Business Officer**

Signature _____

Jennifer Root

Title Chief Business Officer

Date _____

7/22/14

(CONTRACTOR)

First Student, Inc.

By Elizabeth Sanchez _____

Signature _____

Elizabeth Sanchez

Title Senior Vice President _____

Date June 23, 2014 _____

**AMENDMENT TO THE AGREEMENT BETWEEN COVINA-VALLEY UNIFIED
SCHOOL DISTRICT AND FIRST STUDENT INC. FOR TRANSPORTATION
SERVICES**

This Amendment shall be incorporated in that certain document dated June 19, 2014 entered into between the Covina-Valley Unified School District ("District") and First Student, Inc. ("Contractor") for transportation services ("Agreement") as the parties desire to amend said document. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Agreement and all other documents and attachments incorporated into the Agreement by reference, represent the Agreement for Transportation Services. The terms and provisions of the Agreement are hereby amended as follows:

Amend the Public Liability, Property Damage, and Vehicle Insurance requirements in Section 5(a) of the Agreement by adding the underlined language and removing the crossed out language as follows:

Public Liability, Property Damage, and Vehicle Liability Insurance. The CONTRACTOR shall take out and maintain during the term of this Agreement such Bodily Injury Liability, Property Damage Liability, and Motor Vehicle Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from the CONTRACTOR's operations under this Agreement whether such operations are by itself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be \$5,000,000 (Five million dollars) combined single limit bodily injury and property damage for each occurrence and ~~\$30,000,000 (Thirty million Dollars)~~ \$25,000,000 (Twenty-five million dollars) motor vehicle liability insurance. After three (3) years from the date this Agreement is first executed the DISTRICT may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar DISTRICT agreements by giving sixty (60) days written notice to CONTRACTOR. Any such increase shall be specified and confirmed in writing, signed by the parties, and made part of and incorporated by reference in this Agreement. The DISTRICT and his/her Officers, Agents, Employees, and Servants shall be named as additional insured on any such policies of insurance which shall also contain a provision that the insurance afforded thereby to the DISTRICT and his/her Officers, Agents, Employees and Servants shall be primary insurance to the full limits of liability of the policy, and that if the DISTRICT or his/her Officers and Employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

DISTRICT:

COVINA-VALLEY UNIFIED SCHOOL

DISTRICT

DATE: July 22, 2014

By: Jennifer Root

CONTRACTOR:

FIRST STUDENT, INC.

DATE: July 3, 2014, 2014

By: Robert Smith

BID FORM

	a	b	c	d	e	f	g	h
Charter Bus Service	*** Est. No. of Trips Per Year	Flat Rate Up to 2 hours	Flat Rate 2. 5 Hours	Flat Rate 6- 12 Hours	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension for Bid Comparison Purpose
School Bus Service								
	350							
59-84 Passenger School Bus Service (insert flat rate in 1.1 b. Multiply 1.1 b by no. of trips in 1.1 a and enter that figure in 2.1 h)								
1.1	17x	\$375.00						\$6,375.00
Hourly Rate for exceeding original trip plan (insert hourly rate in 1.2 e. Multiply 1.2 e by no. of trips in 1.2 a and enter that nfigure in 1.2 h.)								
1.2	2x				\$65.00			\$130.00
1.3								\$6,505.00
fuel surcharge (insert percentage that will be charged for each trip in col g. Multiply figure in 1.3 h x percentage entered in 1.4 g and enter total in 1.4 h)								
1.4							0%	\$0
Total Bid for item 1 (Add figure in line 1.4 h to 1.3 h)								\$6,505.00
1.5								
59-84 Passenger School Bus (insert flat rate in 2.1 c. Multiply 2.1 c by no. of trips in 2.1 a and enter that figure in 2.1 h)								
2.1	263x		\$375.00					\$98,625.00

Charter and Shuttle Transportation Services

Bid Submitted by: First Student

Company Name

BID FORM

Charter Bus Service	a	b	c	d	e	f	g	h
	*** Est. No. of Trips Per Year	Flat Rate Up to 2 hours	Flat Rate 2: 5 Hours	Flat Rate 6-12 Hours	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension for Bid Comparison Purpose
2.2	5x				\$65.00			\$325.00
2.3								
2.4							0%	
2.5								\$98,950.00

Charter and Shuttle Transportation Services

Bid Submitted by: First Student
 Company Name

BID FORM (Continued)

	a	b	c	d	e	f	g	h
	*** Est. No. of Trips Per Year	Est Quantity * /Flat Rate up to 2 Hrs	Flat Rate 2 5 Hours	Flat Rate 6- 12 Hours within Los Angeles County	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension for Bid Comparison Purpose
Charter Bus Service (Cont.)								
Bus/Vehicle Size								
59-84 Passenger School Buss (insert flat rate in 3.1 d Multiply 3.1 d by no. of trips in 3.1 a and enter that figure in 3.1 h)								
3.1	70x			N/A				\$ N/A
Hourly Rate for exceeding original trip plan (insert hourly rate in 3.1 e. Multiply 3.1 e by no. of trips in 3.2 a and enter that figure in 3.2h)	10x				N/A			\$ N/A
3.2								
Hourly rate for trip in excess of 16 hours (insert hourly rate in 3.3 f. Multiply 3.3 f by no. of trips in 3.3 a and enter that in figure 3.3 h)	10x					N/A		\$ N/A
3.3								\$ N/A
3.4								\$ N/A
Total of figures in 3.1 h, 3.2 h and 3.3 h								
Fuel surcharge (insert percentage that will be charge for each trip on col g. Multiply figure 3.4 h x percentage entered in 3.5 g and enter total in 3.5 h)							% N/A	\$ N/A
3.5								\$ N/A
Total Bid for item 3 (add figures in line 3.4 h to 3.5 h)								\$ N/A
3.6								\$ N/A

Charter and Shuttle Transportation Services

Bid Submitted by: First Student
 Company Name

BID FORM (Continued)

<u>Charter Bus Service (Cont.)</u>	a	b	c	d	e	f	g	h
Bus/Vehicle Size	*** Est. No. of Trips Per Year	Est Quantity */Flat Rate up to 2 Hrs	Flat Rate 2 5 Hours	Flat Rate 6-12 Hours within Los Angeles County	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension for Bid Comparison Purpose

BID FORM (Continued)

Charter Bus Service (Cont.)	a	b	c	d	e	f	g	h
	*** Est. No. of Trips Per Year	Est. Quantity / Flat Rate up to 2 Hrs	Flat Rate 2-5 Hours	Flat Rate 6-12 Hours within Los Angeles County	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension for Bid Comparison Purposes
38.1	70X			N/A				\$ N/A
38.2	10X	Assume District intended 38 / 2e						\$ N/A
38.3	10X					N/A		\$ N/A
38.4								\$ N/A
38.5							% N/A	\$ N/A
38.6								\$ N/A
38.7								\$105,455.00

Charter and Shuttle Transportation Services

Bid Submitted by: First Student

Company Name

BID FORM (Continued)

	a	b	c	d	e	f	g	h
	*** Est. No. of Trips Per Year	Flat Rate Up to 2 hours	Flat Rate 2 5 hours	Flat Rate 6-12 hours	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension For Bid Comparison Purposes
Charter Bus Service (Cont.)								
	Buss/Vehicle Size							
Coach Bus Service	120							
4.1	28-42 Passenger Coach Bus (insert flat rate in 4.1 b. Multiply 4.1 b by no of trips in 1.1 a and enter that figure in 4.1 h)	\$ N/A						\$ N/A
4.2	Hourly rate for exceeding original trip plan (insert hourly rate in 4.2 e. Multiply 4.2e by No. of trips in 4.2 a and enter that figure in 4.2h)				\$ N/A			\$ N/A
4.3	total of 4.1 h and 4.2 h							\$ N/A
4.4	Fuel Surcharge (insert percentage that will be charged for each trip in col g. Multiply figure in 4.3 h x percentage entered in 4.4 g and enter total in 4.4 h)						% N/A	N/A
4.5	Total Bid for Item 4 (add figure in line 4.4 h to 4.3 h.)		\$ N/A					\$ N/A
5.1	28-42 Passenger Coach Bus (insert flat rate in 5.1 c. Multiply 5.1 c by no. of trips in 5.1 a and enter that figure in 5.1 h)		\$ N/A					N/A

Charter Bus Service (Cont.)									
	a	b	c	d	e	f	g	h	
	*** Est. No. of Trips Per Year	Flat Rate Up to 2 hours	Flat Rate 2-5 hours	Flat Rate 6-12 hours	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension For Bid Comparison Purposes	
Coach Bus Service	120								
28-42 Passenger Coach Bus (insert flat rate in 5.1 d. Multiply 5.1 db by no. of trips in 5.1 a and enter that figure in 5.2 h)									
5.2	5X				\$ N/A			N/A	
5.3								N/A	
Fuel Surcharge (insert percentage that will be charged for each trip in 5.4 g Multiply figure 5.3 h x percentage entered in 5.4 g and enter total in 5.4 h)									
5.4							% N/A	N/A	
5.5								\$ N/A	

Charter and Shuttle Transportation Services

Bid Submitted by: First Student
Company Name

BID FORM (Continued)

	a	b	c	d	e	f	g	h
Charter Bus Service (Cont.)	*** Est. No. of Trips Per Year	Est. Quantity* / Flat Rate Up to 2 hours	Flat Rate 2-5 hours	Flat Rate 6-12 hours within Los Angeles County	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension For Bid Comparison Purposes
Bus/Vehicle Size								
6.1	5x	28-42 Passenger Coach Bus (insert flat rate in 6.1 d. Multiply 6.1db by no. of trips in 6.1 a and enter that figure in 6.1 h)						\$ N/A
6.2	5x	Hourly Rate for exceeding original trip plan (insert hourly rate in 6.2 e. Multiply 6.2 e by no. of trips in 6.2 a and enter that figure in 6.2 h)						\$ N/A
6.3	5x	Hourly rate for trip in excess of 16 hours (insert hourly rate in 6.3 f. Multiply 6.3 by no. of trips in 6.3 a and enter that figure in 6.3 h)						\$ N/A
6.4		total of above lines						\$ N/A
6.5		fuel Surcharge (insert percentage that will be charged for each trip in col. G. Multiply figure in 6.4 h x percentage entered in 6.5 g and enter total in 6.5 h)					%	\$ N/A
6.6		Total Bid for Item 6 (add figures in line 6.4 h to 6.5 h)						\$ N/A
Please indicate equipment available in bidder 28-42 passenger coach by checking the appropriate boxes that follow:								
6.7		Assumed to be erroneous as not part of						\$ N/A

Charter and Shuttle Transportation Services

Bid Submitted by: First Student Company Name

BID FORM (Continued)

	a	b	c	d	e	f	g	h
Charter Bus Service (Cont.)	*** Est. No. of Trips Per Year	Est. Quantity* / Flat Rate Up to 2 hours	Flat Rate 2-5 hours	Flat Rate 6-12 hours To destinations Within Los Angeles County	Hourly rate for exceeding original trip plan	Hourly rate for trip in excess of 16 hours	Fuel Surcharge (percent of trip cost)	Extension For Bid Comparison Purposes
Bus/Vehicle Size								
28-42 Passenger Coach Bus (insert flat rate in 6.1 d. Multiply 6B.1db by no. of trips in 6B.1 a and enter that figure in 6B.1 h)								
6B.1				N/A				\$ N/A
Hourly rate for exceeding original trip plan (insert hourly rate in 6B.2 e. Multiply 6b.2 e by no. of trips in 6B.2a and enter that figure in 6B.2h)					N/A			\$ N/A
6B.2								\$ N/A
Hourly rate for trip in excess of 16 hours (insert hourly rate in 6B.3 f. Multiply 6B.3 f by no. of trips in 6B.3 a and enter that figure in 6B.3h)								\$ N/A
6B.3						N/A		\$ N/A
6B.4								\$
Fuel Surcharge (insert percentage that will be charged for each trip in col g. Multiply figure in 6B.4 h x percentage entered in 6B.5 g and enter total in 6B.5 h)							% N/A	\$ N/A
6B.5								\$ N/A
Total Bid for item 6B (add figures in the 6b.4 h to 6B.5h)								\$ N/A
6B.6								\$ N/A
Please indicate equipment available in bidder 28-42 passenger coach by checking the appropriate boxes that follow: _____ High Back Seats, _____ Restroom(s), _____ Underneath Storage Bays								
TOTAL BID FOR 28-42 PASSENGER COACH BUS CATEGORY (add Figures in lines 4.5, 5.5 and 6.5, 6A.6 and 6B.6								\$ N/A
6B.7								\$ N/A
No rate sheet found for 6A.6								

**Covina Valley Unified School District Bid No. 13-14-103
Home to School Services**

BUS CAPACITY	BASE RATE: 3-HOUR MINIMUM START TO END NO MINIMUM MILEAGE	EXCESS RATE: ADDITIONAL HALF HOUR CHARGE AFTER 3-HOUR BASE RATE	EXCESS RATE: ADDITIONAL HOUR CHARGE AFTER 3-HOURRATE
01-20	\$ 294.96	\$ 24.23	\$ 48.46
21-30	\$ 362.66	\$ 24.23	\$ 48.46
31-42	\$ 385.82	\$ 24.23	\$ 48.46
01-20/Lift	\$ 343.78	\$ 24.23	\$ 48.46
21-30/Lift	\$ 369.77	\$ 24.23	\$ 48.46
31-42/Lift	\$ 393.47	\$ 24.23	\$ 48.46