

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

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

BID NUMBER 18-19-101

Responses Must Be Received by 12:00 p.m. on: September 27, 2018

August 1, 2018

**REQUEST FOR BIDS FOR
SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES**

Sealed Bids must be submitted to:

Covina-Valley USD
Attn: Robin Harbert
Assistant Director Purchasing
519 E. Badillo St.
Covina CA 91723

By 12:00 P.M. Pacific Standard Time on September 27, 2018

BIDS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Bids is a public record in its entirety. Also, all information submitted in response to this Request for Bids is itself a public record **without exception**, unless the District determines, at its sole discretion, and certain information is subject to protection from disclosure or an exception to the California Public Records Act. Submission of any materials in response to this Request for Bids constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Covina-Valley Unified School District and the East San Gabriel Valley Special Education Local Plan Area, including all participating Local Educational Agencies, for release of such information.

NOTICE TO BIDDERS

RE: Special Education Pupil Transportation Services
Covina-Valley Unified School District & East San Gabriel Valley SELPA

NOTICE IS HEREBY GIVEN that the Covina-Valley USD, acting by and through its Governing Board, on behalf of, and as a part of, the East San Gabriel Valley Special Education Local Plan Area (the "DISTRICT") hereby invites and will receive sealed bid bids from interested and qualified Bidders for furnishing Special Education Pupil Transportation Services, beginning with the 2019-2020 School Year on August 1, 2019.

Each Bid submittal must provide all information requested herein in accordance with the forms and requirements set forth herein, including:

- a. Cover Letter
- b. Bid Form Price Schedule – Attachment A
- c. Bid Bond – See Section P. (or Bid Guarantee Form)
- d. Bid Questionnaire – Attachment B (with ALL required information included)
- e. Non-Collusion Declaration - Attachment F
- f. Certification of Eligibility to Bid for Contracts of \$1 Million or More – Attachment G

A pre-bid conference will be held from **10:00 a.m. – noon, August 9, 2018, at Covina-Valley USD, 519 E. Badillo St., Covina, CA 91723.** The DISTRICT will provide a sign in sheet at pre-bid conference. All interested Bidders are strongly recommended to arrive at the pre-bid conference on time, sign the DISTRICT's sign in sheet, and stay for the entire pre-bid conference. Bidders failing to attend the meeting must make all reasonable efforts to obtain the information from the pre-bid meeting and incorporate it into their bid.

Please contact Robin Harbert at the Covina-Valley Unified School District, 519 E. Badillo St., Covina, CA 91723, (626) 974-7600 ext. 800128, for copies of the bid package.

Said sealed bids must be delivered to the Covina-Valley Unified School District, ATTN: Robin Harbert, by 12:00 PM, September 27, 2018, to 519 E. Badillo St., Covina, CA 91723. The envelope containing the sealed RFB should be clearly marked:

**“SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES BID #18-19-101”
ATTN: Robin Harbert**

Said sealed bid must be received by the DISTRICT no later than **12:00 PM, September 27, 2018.** All Bidders are solely responsible for ensuring its bid is received at the time and location noted above. The DISTRICT is not responsible for any bid received late due to mailing issues. The DISTRICT reserves the right to reject all bids, reject any and all non-responsive bids, and to waive any informality, technical defect or clerical error in any RFB. Any Bidder may withdraw his or her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of ninety (90) days after the date set for the opening of bids.

By: Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District

SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT

This Request for Bids (RFB) seeks a provider of Special Education Pupil Transportation Services for special education students that are residents of the following Local Educational Agencies (LEAs): Azusa Unified School District (USD), Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and San Jose Charter Academy (the “Member Districts”). The DISTRICT, at its sole discretion, may award multiple contracts to several Bidders to provide services for Member District’s separately or groups of Member Districts. The target commencement date and term for the proposed services is August 1, 2019 through July 31, 2024, subject to negotiation of a final agreement(s).

The Covina-Valley Unified School District on behalf of, and as a part of, East San Gabriel Valley Special Education Local Plan Area (“ESGV SELPA”) and its Member Districts, hereinafter referred to as “DISTRICT” is issuing this Request for Bids (RFB) from interested and qualified Bidders for furnishing Special Education Pupil Transportation Services. It is the intent of the DISTRICT to enter into a five (5) year contractual agreement.

Each bid submittal must provide all information requested herein in accordance with the forms and requirements set forth herein. Further, all Bidders must confirm that they will enter into the Agreement for furnishing Special Education Pupil Transportation Services. The Agreement to be used for this project is attached as Appendix C. The DISTRICT, at its sole discretion, may revise or adjust the Agreement as needed to match the specific services offered and required by the selected Contractor(s). If an agreement cannot be reached, DISTRICT may negotiate with alternative Bidders, at the DISTRICT’s sole discretion. DISTRICT shall reject any bid that includes any modification or revision to the Agreement as non-responsive.

BACKGROUND

Covina-Valley Unified School District along with the other Member Districts of the ESGV SELPA, provide home-to-school transportation to Special Education students throughout Los Angeles County. The mission of the DISTRICT is to provide quality, cost effective services to our students, families and districts. Covina-Valley Unified School District will enter into a contract(s) with a qualified vendor(s) to provide transportation services, as described herein, for eleven (11) Local Educational Agencies that are part of the East San Gabriel Valley Special Education Local Plan Area: Azusa USD, Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and the San Jose Charter Academy (the “Member Districts”). The DISTRICT, at its sole discretion, may award multiple contracts to several Bidders to provide services for Member Districts separately or as groups of Member Districts.

BID DOCUMENTS AND ELECTRONIC BID FORM

Please note that the required bid forms include the documents included herein as well as an electronic bid form that must be completed by all Bidders (“Electronic Bid Form”). The Electronic Bid Form is also referred to as the “Bid Form Price Schedule (Cost Bid)”. The Electronic Bid Form is available on the Covina-Valley USD website at <https://www.c-vusd.org>. All Bidders are solely responsible for obtaining an Electronic Bid Form and are solely responsible for obtaining the required software to read and fill out the Electronic Bid Form.

Bidders must fill out the Electronic Bid Form in the same format as provided by the DISTRICT and submit a completed Electronic Bid Form in hardcopy form. Bidders may not change or manipulate the Electronic Bid Form except as necessary to provide all required information. The DISTRICT reserves the right to reject any bid as being non-responsive if the Bidder fails to complete the Electronic Bid Form, if the DISTRICT cannot read any portion of the Bidder's submitted Electronic Bid Form, or if the Bidder changes any portion of the Electronic Bid Form in such a way that prevents the Bidder from providing all the information requested by the DISTRICT.

TRANSPORTATION DATA

In addition to the Electronic Bid Form, the DISTRICT will provide electronic data for projecting operating levels for the 11 (eleven) Local Educational Agencies that are part of the ESGV SELPA who may receive transportation services pursuant to the Agreement (the "Transportation Data"). The Transportation Data is identified throughout the Bid documents as Attachment D. However, this student routing information is only available electronically and will not be provided with the RFB or in hard copy. This information shall be used by Bidders to provide the information and cost proposals required by this RFB. The DISTRICT cautions that this information is approximate and is based on available data. The DISTRICT does not intend any Bidder to rely on the accuracy of the information in submitting their Bid.

The Transportation Data is available through the Covina-Valley USD. All Bidders are solely responsible for obtaining the Transportation Data by emailing Robin Harbert, Assistant-Director of Purchasing, at rharbert@c-vusd.org using the subject line: "SELPA Transportation Data- Bid # 18-19-101".

Bidders must use the information provided by the DISTRICT in the Transportation Data as the basis for preparing their bid and must assume the winning Bidder will be required to provide the transportation services discussed herein to all students identified in the Transportation Data. However, as noted above, the Transportation Data is subject to change based on the needs of the DISTRICT and all Bidders must confirm they are able to adjust their services as the Transportation Data changes over the course of the Agreement.

DETERMINATION OF AWARD

This RFB is issued pursuant to Education Code section 39800 et seq. for the procurement of student transportation services. Pursuant to Education Code section 39802, the DISTRICT will consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the DISTRICT and its students in selecting the winning Bidder. While price is a factor, the DISTRICT is under no obligation to accept the lowest bid rendered. At its sole discretion, the DISTRICT will award the bid to the lowest responsible Bidder who best satisfies the terms, bid specifications, and conditions contained in the RFB, and the pupil transportation requirements of the DISTRICT. DISTRICT, at its sole discretion, may decide to enter into several separate contracts to provide the services sought herein to individual or groups of Member Districts as set forth and further discussed in the RFB.

If a RFB Response is accepted, the DISTRICT will enter into a contractual agreement with the selected CONTRACTOR or CONTRACTOR's. The Agreement to be used for this project is attached as Appendix C. DISTRICT, at its sole discretion, may revise or adjust the Agreement as needed to match the specific services offered and required by the selected CONTRACTOR(s). If

an agreement cannot be reached, DISTRICT may negotiate with alternative Bidders, at the DISTRICT's sole discretion.

RESERVATIONS

The DISTRICT is conducting this bid process through Education Code section 39802 which allows the DISTRICT to consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the DISTRICT and its students, in selecting the winning Bidder(s). Based on the bids received, the DISTRICT may elect to award multiple contracts to multiple Bidders to provide services to Member District's separately or in sub-groups. Thus, the DISTRICT will select the Bidder(s) that offers the best services to the DISTRICT. The DISTRICT will consider price as a factor but is not obligated to select the lowest Bidder(s).

The DISTRICT reserves the right to reject any or all bids, reject any or all non-responsive bids, and to waive any informality, technical defect, or clerical error in this RFB. The DISTRICT reserves the right to consider the previous performance or any known performance of a Bidder who has previously failed to perform satisfactorily when rendering services of a similar nature.

INTERIM QUESTIONS DURING BID PREPARATION PERIOD

During the bid preparation period, interested parties are to address technical questions to:

Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
519 E. Badillo St., Covina, CA 91723
Telephone: (626) 974-7000 ext. 800128
Email: rharbert@c-vusd.org

Bidders are specifically instructed that *no telephonic or otherwise oral communications may be considered a part of this RFB*. Additionally, no oral response to any potential Bidder from any DISTRICT staff member or hired third party will have any validity in regard to this RFB. Bidders are instructed not to rely on any oral communication for any portion of their Bid. All questions regarding the RFB or the Project must be made in writing in accordance with the requirements set forth herein and will be posted to the Purchasing page of the CVUSD website, <https://www.c-vusd.org>. It is the responsibility of each Bidder to check the CVUSD website listed above for changes and/or clarifications to the RFB prior to submitting a response, and a Bidder's failure to do so will not provide grounds for protest. Any and all addenda to this RFB shall also be posted on the CVUSD's website. Failure to submit a Bid that incorporates any change made through the website, including addenda, identified herein will be grounds for rejection.

DELIVERY DATE

The DISTRICT intends to have pupil transportation services fully operational by the contract starting date of August 1, 2019. All Bidders must confirm they will be able to provide all services necessary to meet the requirements set forth in this Bid Package by August 1, 2019.

SALES TAX

Sales tax should *not* be included in any RFB bid submittal amounts.

MANUFACTURER NAMES

The use of the name of a manufacturer or any special brand, make, or model or trademark name in describing any item in this RFB does not restrict Bidders to that manufacturer or specific article.

They are being used to indicate the quality and utility of the article described, but the items on which the bids are submitted must in all cases be equal to or exceed in quality and utility to those referred. If the Bidder offers a manufacturer, brand, make or model that differs from what is identified in the Bid Documents; the Bidder shall provide information to demonstrate the offered product is of equal or greater value than what is identified in the Bid Documents and identify the product as a substitution. The DISTRICT, at its sole discretion, shall determine if the Bidder's product is acceptable, based on the information provided.

RFB NEGOTIATIONS

A bid response to any specific item of this RFB with the terms such as: “negotiable”, “will negotiate” or similar words or phrases will be considered as non-compliant with that specific item.

REQUEST FOR FEDERAL IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER

As a condition of submitting a Bid and accepting an award of contract with the DISTRICT, each Bidder must provide documentation of its Federal Employer Identification Number (e.g. IRS Form W-9). A corporation must furnish a certificate attesting to the existence of the corporation and the authority of officers to sign contracts and other documents.

SECTION II - RFB PROCEDURE

This section describes the general RFB procedure used by the DISTRICT, and the remaining sections of this RFB list detailed requirements.

THE REQUEST FOR BIDS PROCESS

This RFB seeks the submission of Bids to provide services from any and all interested and qualified Bidders. The DISTRICT seeks, by way of this RFB, to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the DISTRICT. Bidder must demonstrate, through their response, that they will perform the services requested, meet the requirements of the DISTRICT set forth herein, and provide any and all services and equipment to meet the DISTRICT's needs, as described herein. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the Bidder's personnel and equipment resources. The DISTRICT, at its sole discretion, shall assess all responsive bids and determine which Bidder(s) best meets the needs of the DISTRICT.

A. TENTATIVE SCHEDULE OF EVENTS

The following dates are offered for informational purposes only and are subject to change at the sole discretion of the DISTRICT.

EVENT	TARGET
1. RFB Bid Release Date	August 1, 2018
2. 1 st Publication in Newspaper	August 1, 2018
3. 2 nd Publication in Newspaper	August 8, 2018
4. Pre-Bid Conference	August 9, 2018
5. Questions from Bidders Due	August 15, 2018
6. Respond in Writing to Bidders Questions	August 29, 2018
7. Bid Due Date	September 27, 2018
8. Board Award	November 5, 2018
9. Start of Transportation Services	August 1, 2019

B. SUBMISSION OF BIDS

By submitting a Bid, each Bidder certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The Bid will be used to determine the Bidder's capability of rendering the services to be provided. The failure of a Bidder to comply fully with the instructions in this RFB may eliminate its Bid from further evaluation as determined in the sole discretion of the DISTRICT. The DISTRICT reserves the sole right to evaluate the contents of Bids submitted in response to this RFB and to select a contractor, if any.

Bids received late will not be opened or given any consideration for the proposed services.

All Bids must be delivered to the following address at the date and time identified above:

Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
Bid Number 18-19-101
519 E. Badillo St., Covina, CA 91723
Telephone: (626) 974-7000 ext. 800128
Email: rharbert@c-vusd.org

Upon receipt by the DISTRICT, all Bids will be date stamped. All Bids received prior to the deadline for Bids will be kept in a secure place.

C. CONFIDENTIALITY OF BIDS

California Government Code Sections 6250 *et seq.* (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The DISTRICT, which is part of the County of Los Angeles, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFB is a public record in its entirety. Also, all information submitted in response to this RFB is itself a public record **without exception**, unless the DISTRICT determines, at its sole discretion, which certain information is subject to protection from disclosure or an exception to the California Public Records Act. Submission of any materials in response to this RFB constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the DISTRICT if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the DISTRICT for release of such information.

If the DISTRICT receives a request for any portion of a document submitted in response to this RFB, the DISTRICT reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the DISTRICT and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFB.

Submission of a Bid constitutes a complete waiver of any claims whatsoever against the DISTRICT and/or its officers, agents, or employees that the DISTRICT has violated a Bidder's right to privacy, disclosed trade secrets, or caused any damage by allowing the Bid to be inspected.

D. USE OF DISTRICT DOCUMENTS

Bid submittals must be made on forms or in the format provided in this RFB. The reproduction of said documents is permitted so long as reproduced copies are exactly the same in size, format and content as the forms prepared by the DISTRICT.

Any Bid submitted in altered form may result in rejection of such Bid at the option of the DISTRICT.

The DISTRICT Bid documents include:

- a. Statement of Intent
- b. General Instructions
- c. Bid Form Price Schedule – Cost Bid (Attachment A)
- d. Bid Questionnaire (Attachment B)
- e. Agreement for Furnishing Pupil Transportation Services (Attachment C)
- f. Transportation Data (Attachment D)
- g. Bid Bond Form (Attachment E)
- h. Bid Guarantee Form
- i. Non-Collusion Declaration (Attachment F)
- j. Certification of Eligibility to Bid for Contracts of \$1 Million or More (Attachment G)

E. INSPECTION OF DOCUMENTS

1. Each Bidder receiving RFB forms prepared by the DISTRICT is responsible for inspection of said documents, for missing or illegible pages, or other indication of incomplete information provided to the Bidder.
2. The failure or neglect of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to its Bid. The submittal of a Bid shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the Bid documents by a Bidder must be acknowledged on the Bid or by letter received before the time bids are due.

F. RFB SUBMITTAL PACKAGE

1. Each Bidder must submit **three (3) sets (one original and two copies)** of the bid package in the format prescribed herein. A complete package must include all of the following documents in the following order:
 - a. Cover Letter
 - b. Bid Form Price Schedule – Attachment A
 - c. Bid Bond – See Section P. (or Bid Guarantee Form)
 - d. Bid Questionnaire – Attachment B (with ALL required information included)
 - e. Non-Collusion Declaration - Attachment F
 - f. Certification of Eligibility to Bid for Contracts of \$1 Million or More – Attachment G

2. The right is reserved, as the interests of the DISTRICT may require, to revise or amend the specifications prior to the date set for submittal of Bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this RFB and posted to the Purchasing page of the CVUSD website, <http://www.c-vusd.org>. It is the responsibility of each Bidder to check the CVUSD website listed above for changes and/or clarifications to the RFB prior to submitting a response, and a Bidder's failure to do so will not provide a ground for protest. Failure to submit a Bid that incorporates any change made through the website identified herein will be grounds for rejection. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the submittal of Bids may be postponed by such number of days as in the opinion of the DISTRICT will enable Bidders to revise their Bids. In such cases, the addendum will include an announcement of the new date for submittal of Bids.

G. BID FORM PRICE SCHEDULE – ATTACHMENT A

In addition to the provision of transportation to students who may be served by Covina-Valley Unified School District, Bidder will be required to provide transportation to eleven (11) of the Local Educational Agencies that are part of the East San Gabriel Valley Special Education Local Plan Area, which are referenced in Attachment D. The Bid Form Price Schedule (Attachment A) to be submitted by Bidders includes the following:

1. A bid that includes the transport of students residing in Azusa USD, Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and San Jose Charter Academy, and served in the East San Gabriel Valley Special Education Local Plan Area ("ESGV SELPA"), or surrounding areas, which may include adults who assist students.

H. BID QUESTIONNAIRE – ATTACHMENT B

A completed Bid Questionnaire (Attachment B) must accompany the RFB submittal. The information provided by the Bidder will be used to evaluate the qualifications of the Bidder to perform the work and services as specified in these documents. The Bid Questionnaire **must be filled out accurately and completely**.

I. TRANSPORTATION DATA – ATTACHMENT D

Enclosed with the Bid Documents, and labeled Attachment D, is information to assist with projecting operating levels. Additionally, student level "Transportation Data" is available in electronic form to all Bidders by emailing Robin Harbert, Assistant Director- Purchasing, at rharbert@c-vusd.org using the subject line: "SELPA Transportation Data- Bid # 18-19-101". This information will provide data for use in determining operating levels for the Member Districts as part of the ESGV SELPA, seeking transportation services pursuant to the Agreement. The DISTRICT cautions that this information is approximate and is based on current available data and is subject to change. The DISTRICT does not intend any Bidder to rely on the accuracy of the information in submitting their Bid.

J. PRE-BID CONFERENCE

1. A pre-bid conference will be held on **Thursday, August 9, 2018 from 10:00 a.m. – noon**, at the Covina-Valley USD office, 519 E. Badillo St., Covina, CA 91723.

2. Attendance at the pre-bid conference is highly recommended. Bidders not present will be required to make all attempts to gather and incorporate the pre-bid information in their respective bid. The DISTRICT will provide a sign in sheet at the pre-bid conference. All interested Bidders are encouraged to arrive at the pre-bid conference on time, sign the DISTRICT's sign in sheet, and stay for the entire pre-bid conference.
3. All questions during the bid preparation shall be directed to:

Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
519 E. Badillo St., Covina, CA 91723
Telephone: (626) 974-7000 ext. 800128
Email: rharbert@c-vusd.org

Bidders are specifically instructed that *no telephonic or otherwise oral communications may be a part of this RFB*. Additionally, no oral response to any potential Bidder from any DISTRICT staff member or hired third party will have any validity in regard to this RFB. Bidders are instructed not to rely on any oral communication for any portion of their Bid. All questions regarding the RFB or the Project must be made in writing in accordance with the requirements set forth herein and will be posted to the Purchasing page of the CVUSD website, <http://www.c-vusd.org>. It is the responsibility of each Bidder to check the CVUSD website listed above for changes and/or clarifications to the RFB prior to submitting a response, and a Bidder's failure to do so will not provide grounds for protest. Failure to submit a Bid that incorporates any change made through the website identified herein will be grounds for rejection.

K. ERASURES OR CORRECTIONS TO ENTRIES

1. The bid submittal must not contain any erasures, strike-overs or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the Bid. Illegible or unauthenticated corrections may result in rejection of the Bid at the option of the DISTRICT.

L. WITHDRAWAL OR AMENDMENT OF SUBMITTED BID

1. Any bid which has been submitted may be withdrawn prior to the scheduled time for opening of Bids. A request to withdraw a bid must be in person or in writing and be received by the DISTRICT prior to the scheduled time for the submittal of bid Bids.
2. No amendment, addendum or modification will be accepted after the bid has been submitted. If a change to a bid that has been submitted is desired, the submitted bid must be withdrawn and the replacement bid submitted prior to the time scheduled for the submittal of bids.
3. Bids may not be withdrawn for 90 days after the scheduled time for the submittal of Bids.

M. AGREEMENT DOCUMENT

It shall be at the sole option of the DISTRICT to choose to either modify the Agreement or elect to contract according to the form of the enclosed Agreement without modification. By submitting a bid, the Bidder certifies that it can and will meet all requirements set forth in the Agreement without modification.

N. BID EVALUATION AND AWARD OF CONTRACT

This RFB is issued pursuant to Education Code section 39800 et seq. for the procurement of special education student transportation services. Pursuant to Education Code section 39802, the DISTRICT will consider price, as well as the Bidder's demonstrated ability to meet the unique needs of the DISTRICT and its students in selecting the winning Bidder. While price is a factor, the DISTRICT is under no obligation to accept the lowest bid rendered. At its sole discretion, the DISTRICT will award the bid to the lowest responsible Bidder who best satisfies the terms, bid specifications, and conditions contained in the RFB, and the pupil transportation requirements of the DISTRICT. The DISTRICT shall use the following criteria to assess each bid:

1. **Bid Package Evaluation.** The "Bid Package" will be reviewed by an evaluation committee consisting of representatives of the DISTRICT. The Bid Package will be initially screened for completeness. Those Bids determined to be deficient in the opinion of the DISTRICT will be rejected. Written Bid Packages will be evaluated using the following criteria, which are listed in random order without respect to weight or priority:
 - Experience of Bidder in providing Pupil Transportation Services in general, and specifically to Special Education students
 - Management Capability
 - Routing Capability
 - Financial Condition
 - Hiring Procedures
 - Commitment to Alternative-Fueled Buses and Emission Control
 - Safety Program
 - Training Program
 - Equipment and Vehicle Maintenance Program
 - Driver Wages and Benefits
 - Vehicle Fleet Age, Specifications, and Condition
 - Location of Transportation Facility to Service this Contract
 - Competitiveness of Rates

All data and information in the Bid package will be subject to verification and consideration.

It shall be at the sole option of the DISTRICT to eliminate a bid from further consideration if such evaluation determines that the Bidder or Bidders is/are incapable of meeting or unlikely to meet the DISTRICT's pupil transportation needs.

2. **Site and Reference Evaluation.** One or more members of the DISTRICT Evaluation Committee may conduct site evaluations for those Bidders not eliminated during the "Bid Package" evaluation phase. As well, the DISTRICT may contact any references provided by the Bidder, and/or other school DISTRICT's served by the Bidder. Site evaluations may, at DISTRICT's sole discretion, be conducted at facilities chosen by the DISTRICT where the Bidder currently provides pupil transportation services.

Site and references evaluation criteria, listed in random order and without regard to weight or priority, are as follows:

- Personnel
- Overall Appearance of Facility
- Fleet Maintenance Quality
- Customer References
- Recordkeeping (e.g. vehicle maintenance and safety/training records)

By submitting a bid, each Bidder agrees to make selected facilities and personnel available for evaluation to the DISTRICT upon reasonable notice.

At its option, the DISTRICT may choose to eliminate any or all Bids from further consideration after the site and reference evaluation.

3. **Qualifications Evaluation.** After assessing each bid based on price, the DISTRICT will assess the Bidders bid package to determine which bids meet the DISTRICT's needs and requirements, which will include an assessment of all information provided with the Bidder's bid. The DISTRICT's Evaluation Committee may also evaluate the qualifications for both the person whom the Bidder intends to have as General Manager and the person who will serve as their immediate supervisor(s).

The qualifications evaluation criteria of the General Manager, listed in random order without respect to weight or priority, are as follows:

- Qualifications and Experience in the field of pupil transportation
- Management Concepts
- Job Knowledge
- Transition Plan

O. REJECTION OF BID AND WAIVER OF IRREGULARITIES

The DISTRICT reserves the right to reject any or all bid Bids and to waive any irregularities in any bid or the bid process. The DISTRICT reserves the right to select any bid which the DISTRICT believes is in the best interest of the DISTRICT and which may not represent the lowest prices submitted.

P. BID BOND AND PERFORMANCE BOND

A bid bond in the amount of 10% of the annual contract value shall be required with each sealed bid submittal. In the alternative, the Bidder may execute the Bid Guarantee Form, provided with the bid documents, and include a cashier's check or certified check amount of 10% of the annual contract value. All requirements and processes related to the Bid Bond established herein will apply with equal force to any bid guarantee provided by a Bidder. If the Bidder is a public agency or is otherwise unable to provide a bid bond, Bidder must identify why it cannot provide a bid bond with its bid.

The bid bond received by the DISTRICT will be returned within ten days for all Bids rejected by the DISTRICT. The bid bond for a Bid under consideration by the DISTRICT will be returned within 90 days following the opening of Bids.

The cashier's check or surety bond shall be given as a guarantee that the Bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter into the contract within

ten (10) calendar days after notification of the award of the contract, shall have the right to award to another Bidder.

If the Bidder fails or refuses to enter into a contract in a timely manner, the DISTRICT reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security in the proper amount may result in rejection of the bid.

If a Bid is accepted by the DISTRICT and a contract offered pursuant to the terms of the RFB and bid submittal, but the Bidder does not execute a contract within ten days from the date of offer of a contract, the DISTRICT may declare such Bidder's bid security forfeited to the DISTRICT.

The DISTRICT requires that as a condition for awarding a contract the receipt of a renewable annual performance bond naming the DISTRICT as obligee or beneficiary in the amount of **100% of the annual contract value**. The performance bond must be issued by an approved surety duly licensed and authorized to transact business in the State of California, in a form and content acceptable to the DISTRICT. If the Bidder is a public agency or is otherwise unable to provide a performance bond, Bidder must identify why it cannot provide a performance bond in its bid.

The cost of such bond shall be stated separately on the Bid form and shall not be included in Bidder's calculations when submitting the Bid Form Price Schedule (Cost Bid) (Attachment A) response.

Q. OBTAINING INFORMATION

1. **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 RFB and to consider such information in evaluating the Bidder's Bid. By submitting materials pursuant to this RFB, Bidders hereby waive any and all claims against the DISTRICT or its employees, agents or assigns in connection with or arising from the provision or receipt of such information.
2. **Inspections.** The DISTRICT reserves the right to make on-site inspections of the Bidder's installations and vehicles and any proposed subcontractor facilities and vehicle which the DISTRICT deems pertinent to evaluate the Bidder's Bid and to consider any information received in evaluating the Bidder's Bid. Bidders who fail or refuse to allow such inspections may be deemed non-responsive.

R. BID COSTS

The DISTRICT shall not be liable for any cost incurred by a Bidder in the preparation or delivery of its response to this RFB or for any other costs incurred because of this RFB.

S. BUS FACILITY

The DISTRICT requires that the successful Bidder provide a bus transportation facility within Los Angeles County, or an adjacent county, that is convenient and reasonable in its location to best serve the needs of the DISTRICT, and its students.

The bus transportation facility shall be fully staffed, including management, operating and maintenance personnel. Bidders must explain how it will meet these requirements throughout the term of its agreement with the DISTRICT in its response. The DISTRICT, at its sole discretion,

may allow selected Bidders to use Member District property to meet the requirements set forth herein. However, Bidders shall assume that no additional property will be made available and therefore, must establish how they will meet the requirements of this Section without assistance from the DISTRICT.

T. BID DISCLOSURE

1. All Bids received shall remain confidential until an agreement resulting from this RFB is signed by the DISTRICT and the successful Bidder; thereafter the Bids shall be deemed public records with the exception of Bidder's financial statement. In the event that a Bidder desires to claim that other products or submittal documents provided with its bid are exempt from disclosure under the Public Records Act, it is incumbent upon the Bidder to identify those portions in the transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.
2. An assertion by a Bidder that all or part of its Bid is exempt from disclosure will not be honored. If the DISTRICT receives a Public Records Act request that includes any document marked as confidential by the Bidder, the DISTRICT shall notify the Bidder prior to disclosure. The DISTRICT will include all responsive documents in its response to the Public Records Request unless the Bidder signs an agreement stating it will indemnify and defend the DISTRICT against any action arising from the DISTRICT's failure to disclose any of the Bidder's documents.
3. Until an agreement resulting from this RFB is executed, no employee, agent or representative of any Bidder shall make available or discuss its Bid with the news media or press, any elected or appointed official or officer of the Covina-Valley Unified School District Board of Education or any presiding officer of the East San Gabriel Valley Special Education Local Plan Area, unless specifically allowed to do so in writing by the DISTRICT for the purposes of clarification, evaluation and/or negotiation.
4. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this RFB or any Bid and/or contract or work resulting therefrom without the prior written approval of the DISTRICT, and then only in cooperation with the DISTRICT. Upon discovering any violation of this Section (U), the DISTRICT may reject the Bidder's Bid or terminate any Agreement with the Bidder for cause.

U. NOTIFICATION

Bidders whose Bids have not been selected for further negotiation or award will be notified in writing.

V. INDEMNITY

The winning Bidder's agreement with the DISTRICT shall include indemnity provisions requiring the winning Bidder to indemnify and defend the DISTRICT from claims arising from the Bidder's services. By submitting a Bid, all Bidders agree to provide such indemnity which shall require the Bidder to indemnify and hold DISTRICT entirely harmless from all liability arising out of: 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 Bidder or the DISTRICT,

or any person, firm or corporation employed by the Bidder or the DISTRICT upon or in connection with the services provided by the Bidder, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

W. INSURANCE

The Bidder shall, at its sole cost and expense, shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Bidder, Bidder's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made.

Within ten (10) working days of award of contract, the Bidder shall file insurance policies as specified below. The Bidder shall not commence operations under this contract until all insurance required has been approved by the DISTRICT. Certificates of the required insurance shall be furnished in duplicate and addressed to the DISTRICT. Each of the insurance companies must be duly and legally licensed to transact business in the State of California and have a rating of or equivalent to an A:VIII by A.M. Best or a form of self-insured acceptable to the DISTRICT. Certificates shall be issued at the expense of the Bidder and shall be maintained by them at their expense during the entire life of the contract plus thirty (30) days.

Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days after the receipt of the registered notice of cancellation or reduction of coverage by the DISTRICT and such notice is to be sent to the DISTRICT in care of Robin Harbert, Assistant Director of Purchasing.

X. WORKER'S COMPENSATION

In submitting a bid for this RFB, the Bidder agrees to have in effect during the entire life of any contract awarded pursuant to this RFB Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the DISTRICT, their board of trustees, officials, employees, agents, and volunteers. In signing this agreement, the Bidder makes the following certification, as set forth in Section 1861 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 within the provision of the Code, and I will comply with such provisions before commencing the performance of this contract.”

Y. PREVAILING WAGE RATE

The Bidder shall be solely responsible for determining the wage requirements applicable to all employees hired by Bidder pursuant to this agreement. Bidder's bid shall include all costs necessary to comply with any applicable wage requirements and Bidder shall indemnify and hold DISTRICT harmless from any claim, demand, damages, or suit relating to Bidder's wage obligations.

Z. PUBLIC LIABILITY, PROPERTY DAMAGE, AUTOMOBILE LIABILITY INSURANCE

Bidder agrees to maintain insurance coverage as follows:

- **Commercial General Liability Insurance:** Coverage must be equivalent in scope or at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent Bidder’s liability with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Bidder including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bidder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- **Sexual Abuse and Molestation Insurance:** Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$5,000,000 per wrongful act and \$10,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Bidder’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- **Commercial Automobile Liability Insurance:** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$30,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

- Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Bidder must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Broader Coverage/Higher Limits Applies: If Bidder maintains broader coverage and/or higher limits than the minimums required herein, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the Bidder.
- Bidder's Insurance to be Primary. For any claims related to this Contract, the Bidder's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, their board of trustees, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, their board of trustees, officials, employees, agents, and volunteers shall be excess of the Bidder's insurance and shall not contribute with it.
- Notice of Cancellation: Each insurance policy required by this Contract must provide or be endorsed to provide that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested
- Additional Insured Coverage Not Affected By Named Insured's Duties after Accident or Loss: If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the DISTRICT, their board of trustees, officials, employees, agents, and volunteers
- Waiver of Subrogation: Bidder hereby grants to DISTRICT, their board of trustees, officials, employees, agents, and volunteers a waiver of any right to subrogation which any insurer of said Bidder may acquire against the DISTRICT, their board of trustees, officials, employees, agents, and volunteers by virtue of the payment of any loss under such insurance. Bidder shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT, their board of trustees, officials, employees, agents, and volunteers have received a waiver of subrogation endorsement from the insurer.
- Self-Insured Retentions: Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the DISTRICT's Risk Manager or designee and shall protect the DISTRICT, their board of trustees, officials, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The DISTRICT may require the Bidder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the DISTRICT, their board of trustees, officials, employees, agents, and volunteers.

The DISTRICT, their board of trustees, officials, employees, agents, and volunteers shall be primary insured to the full limits of liability of the policy, and if the DISTRICT or their officers and employees have other insurance against a loss covered by such 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 indicated any required insurance coverage will be diminished or canceled, the DISTRICT may, at its option, and notwithstanding any other provision of the Agreement to the contrary, immediately declare a material breach of the Agreement and suspend all further work pursuant to the Agreement.

AA. NOTICE TO BIDDERS

The DISTRICT is not required to give notice to Bidder in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the DISTRICT will notify those who submitted Bids of their non-selection. Bidders may be notified at different times depending on the needs of the DISTRICT.

BB. PROTEST PROCESS

If a Bidder desires to protest the selection decision, the Bidder must submit a written protest via registered mail within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to Robin Harbert, Assistant Director of Purchasing, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Bidder, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected Bid (for example, comparing the cost of the selected Bid in relation to the non-selected Bid) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected Bid, taken as a whole, is an inferior Bid.

DISTRICT will respond to a protest within ten (10) business days of receiving the written protest, and the DISTRICT may, at its election, set up a meeting with the Bidder to discuss the concerns raised by the protest. The decision will be final. The protest letter must be sent via registered mail to:

Covina-Valley Unified School District
Robin Harbert, Assistant Director Purchasing
519 E. Badillo St., Covina, CA 91723
Telephone: (626) 974-7000 ext. 800128

SECTION III – GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFB and all enclosures before preparing your Bid.
2. **Bid Includes the RFB.** This RFB constitutes part of each Bid and includes the explanation of the DISTRICT's needs, which must be met. All Bidders must explain how they plan to meet the requirements and needs of the DISTRICT as set forth herein.
3. **Bid Costs.** Costs for developing Bids are entirely the responsibility of the Bidder and shall not be charged to the DISTRICT or otherwise reimbursed by the DISTRICT.

4. **Bid Becomes DISTRICT Property.** The RFB and all materials submitted in response to this RFB will become the property of the DISTRICT.
5. **Questions and Response Process.** Submit all questions relating to this RFB by one of two methods:
 - A. Mailed to: Covina-Valley Unified School District
Robin Harbert, Purchasing Supervisor
Bid Number 18-19-101
519 E. Badillo St., Covina, CA 91723
Telephone: (626) 974-7000 ext. 800128
 - B. E-mailed to: rharbert@c-vusd.org

If changes to the RFB are warranted, they will be made in writing, clearly marked as addenda to the RFB, and posted to the Purchasing page of the CVUSD website, <http://www.c-vusd.org>. It is the responsibility of each Bidder to check the CVUSD website listed above for changes and/or clarifications to the RFB prior to submitting a response, and a Bidder's failure to do so will not provide a ground for protest. Failure to submit a Bid that incorporates any change made through the website identified herein will be grounds for rejection.

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFB is valid unless made or confirmed in writing by the DISTRICT. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the DISTRICT.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFB, the Bidder must immediately notify the DISTRICT of such error in writing and request modification or clarification of the document. If a Bidder fails to notify the DISTRICT of an error in the RFB prior to the date fixed for submission, the Bidder shall submit a response at his/her own risk, and if the Bidder enters into a contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

7. **Incomplete Bids Maybe Rejected.** If a Bidder fails to satisfy any of the requirements identified in this RFB, the Bidder may be considered non-responsive and the Bid may be rejected.
8. **Equal Opportunity Employment.** During the performance of the Agreement, the Bidder agrees as follows:
 - A. The Bidder will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. The Bidder will take all necessary action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation;

- B. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause;
- C. The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. In the event of the Bidder's non-compliance with the provisions of this Article or with any other pertinent law or regulation pertaining to non-discrimination in employment, this contract may be canceled, terminated or suspended in whole or in part.

Ref: Labor Code Sections: 1735, 1777.5, 1777.6

- 9. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state and federal law or regulations, the legal requirements shall prevail. Additionally, all services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.
- 10. **Rights and Remedies in the Event of Default.** If the Bidder defaults by not providing pupil transportation services as required by the Agreement, the DISTRICT may procure the services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Bidder or by proceeding against a Bidder's surety bonds, if any, or by suit against the Bidder. DISTRICT shall be entitled to demand, and Bidder shall be responsible for paying, all associated costs incurred by DISTRICT, including but not limited to, the costs to procure any related transportation services from another source regardless of whether the DISTRICT terminates all or part of the contract with the Bidder.
- 11. **Governing Law and Venue.** In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State Court located in Los Angeles County and Federal Court in the Southern District in Los Angeles.
- 12. **Special Instructions.** All bid documents submitted automatically become the property of the DISTRICT. The DISTRICT reserves the right in its sole discretion to:
 - a. Reject or modify any or all bids.
 - b. Waive any informality, technical defect, or clerical error.Expenses for developing the bid documents are entirely the responsibility of the Bidder and shall not be chargeable to the DISTRICT.
- 13. **Non-collusion.** In submitting a bid for this RFB, the Bidder must sign the enclosed Non-collusion Declaration declaring that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that 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 Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or

indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder of any other Bidder, or to if 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 of anyone interested in the proposed contract; that all statements contained in contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not directly or indirectly, submitted his or her 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Ref: Public Contract Code section 7106
Code of Civil Procedure section 2015.5

14. By submitting a bid, the Bidder confirms that it will enter into the Contractual Agreement for furnishing Pupil Transportation Services, attached hereto as Attachment C (the Agreement), without revisions or modification. DISTRICT reserves the right, at its sole discretion, to revise the Contractual Agreement as necessary during negotiations with any Bidder.

SECTION IV – SCOPE OF WORK

The Bidder shall operate and maintain school buses for the transportation of special education 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 Bidder. Such transportation may be either within or outside Los Angeles County and on any day or days during the term of the Agreement. Bidder shall confirm and demonstrate it has the capacity to meet the DISTRICT's needs as articulated herein and explain how it will cover any special requests or needs that arise throughout the term of the 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. Routes shall be designed to ensure student ride times are less than one hour, unless specific written permission is obtained from DISTRICT. CONTRACTOR must provide, for DISTRICT review and approval, a detailed written procedure demonstrating how it will ensure all ride times are less than one hour and the actions it will take in case a ride time does not, or cannot, meet the one-hour drive time limitation. DISTRICT may elect to design routes to be executed by the CONTRACTOR at any time during the duration of the contract.
- c. 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, field trips, and transportation of students attending other school districts within Los Angeles County but outside of the East San Gabriel Valley SELPA, pursuant to agreements between those districts and the DISTRICT.

- d. The DISTRICT, at its sole discretion, may assign staff to provide student assistance while student is accessing the transportation services under this Agreement.
- e. The DISTRICT, at its sole discretion, may hire additional services providers to provide separate and DISTRICT transportation services in which case CONTRACTOR shall work with DISTRICT to coordinate all transportation services and work with DISTRICT as necessary to ensure all DISTRICT transportation services are met during the course of this Agreement.

Length of Agreement: The term of the Agreement shall be for a five (5) year period beginning August 1, 2019 and ending July 31, 2024. Through mutual agreement of the Parties, a five (5) year renewal option may be exercised through and including July 31, 2029. The agreement may be further renewed at the end of the renewal period by mutual agreement of the Parties, through amendment, as provided for in the California Education Code, Section 39803. The 5-year renewable option may be exercised in one (1) year increments.

SECTION V - ENCLOSURES

- Enclosure 1. Attachment A – Bid Form Price Schedule (Cost Bid)
- Enclosure 2. Attachment B – Bid Questionnaire
- Enclosure 3. Attachment C – Agreement for Furnishing Pupil Transportation Services
- Enclosure 4. Attachment D – Transportation Data
- Enclosure 5. Attachment E – Bid Bond / Bid Security
- Enclosure 6. Attachment F - Non collusion Declaration
- Enclosure 7. Attachment G - Certification of Eligibility to Bid for Contracts of \$1 Million or More

ATTACHMENT A

Bid 18-19-101

BID FORM PRICE SCHEDULE (COST BID)

ELECTRONIC BID FORM

The Electronic Bid Form, in Adobe format, is available on the Covina-Valley USD website at www.c-vusd.org.

August 1, 2018

BID FORM

FOR

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

BID NO. 18-19-101

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

BID FORM (18-19-101)

Please complete the following forms to establish the number of vehicles that your company will provide and rates. Please note that all Bidders are asked to provide proposals based on 1) CONTRACTOR Provided Facility/Fuel and 2) CONTRACTOR provided location and DISTRICT Reimbursed Fuel at Actual Costs. DISTRICT reserves the right to choose the option that best meets the DISTRICT's needs.

Bidder must indicate if only willing to offer services to limited routes and/or Member Districts. The DISTRICT, at its sole discretion, shall determine if it will consider entering into separate agreements for limited routes and/or Schools of Attendance within select Member Districts, in which case Bidder may only be offered a contract to provide services within to specific routes and/or Schools of Attendance within select Member Districts, to be determined by the DISTRICT.

I, the below-indicated Bidder, declare under penalty of perjury under the laws of the State of California, that the information provided, and representations made in the following proposal, are true and correct.

Name of Bidder Firm– please print

Proper Name of Bidder – please print

Address

By: _____ Date: _____

Signature of Bidder

Home-to-School Transportation
CONTRACTOR Provided Facility/Fuel

August 1, 2019 through July 31, 2020

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2020 through July 31, 2021

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2021 through July 31, 2022

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

Home-to-School Transportation
CONTRACTOR Provided Facility/Fuel (cont.)

August 1, 2022 through July 31, 2023

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2023 through July 31, 2024

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

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

Home-to-School Transportation

CONTRACTOR Provided Facility/DISTRICT Reimbursed Actual Fuel Costs

August 1, 2019 through July 31, 2020

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2020 through July 31, 2021

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2021 through July 31, 2022

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

Home-to-School Transportation

CONTRACTOR Provided Facility/DISTRICT Reimbursed Actual Fuel Costs (cont.)

August 1, 2022 through July 31, 2023

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

August 1, 2023 through July 31, 2024

Bus Type	Number of Buses	Base Hours (Included)	Base Rate per Day	Rate for Excess Hours
Special Needs Van Walk on		3		
Special Needs Van Wheelchair		3		
Transit Buses (field trips/ extracurricular)		3		

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

BID NUMBER 18-19-101

ATTACHMENT B

BID QUESTIONNAIRE

August 1, 2018

The *Bid Questionnaire* is integral to this Request for Bid. The responses provided herein will be used to evaluate contractor qualifications to perform the required pupil transportation services. The *Bid Questionnaire* must be filled out accurately and completely. It is to be submitted with the other parts of your Bid. Any errors, omissions or misrepresentations of the information may be considered basis for rejecting the Bid and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid.

Where adequate space is not provided for an answer, or where your answer will not fit into the space provided, please attach additional sheets marked with the question they address.

When completed, this *Bid Questionnaire* and the responses contained within it or attached to it shall be considered to be a part of the Agreement for furnishing Pupil Transportation Services (Attachment C). If you expect your firm's policies or practices to change from those it currently uses or if your firm is awarded a contract, you must make explicit the policies and practices your firm will follow during the term of this Agreement in providing pupil transportation services to the DISTRICT.

BID NUMBER 18-19-101

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

Firm Name:

Address:

Telephone:

B. TYPE OF ORGANIZATION

Corporation (List officers and positions):

State in which incorporated:

Subsidiary (Give name and address of Parent Corporation): Is your firm or the parent firm publicly held?

Yes ___ No ___

If not, what private individual or families own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school pupil transportation services under a contract with a school district, non-public school or County Superintendent of Schools?

Yes ___ No ___ Number of years ___

Number of school district contracts in California: ___

Number of school district contracts outside of California: _____

2. List all transportation permits (City and State) under which you currently operate:

3. Are you currently, or have you ever contracted to provide transportation services for any school district, non-public school or County Superintendent of Schools in the State of California?

Yes ___ No ___

4. Are you currently, or have you ever provided transportation services in California for special education pupils?

Yes ____ No ____ Number of Years: ____

5. For every Local Education Agency (LEA) or non-public school in California to which your firm currently provides, or has provided, pupil transportation under contract within the last five years, please provide the name and location of the LEA or non-public school, and the name and phone number of an authoritative contact person. Also, please provide the:

- a. Name of your firm's current or last terminal manager at the location, and the manager's length of service at that location;
- b. Types of transportation services your firm provides under the Contract; (regular home-to-school, special education, desegregation, other);
- c. Number of buses involved;
- d. When the contract term began and when it is scheduled to terminate; and,
- e. If employees are covered under a collective bargaining agreement provide the:
 1. Name of the labor organization
 2. Name of president/business manager and their phone number.
 3. Copy of the Collective Bargaining Agreement currently in effect.

II. MANAGEMENT AT THE TERMINAL

- A. It is the DISTRICT's position that the individuals holding the General Manager, Operations Supervisor, State Certified Safety and Training Supervisor, Lead Dispatcher, and Maintenance Supervisor positions, whether these positions are held by one or by several persons, are critical to the provision of consistently high-quality pupil 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 Los Angeles County operation, the DISTRICT requests that for each position, list no more than three candidates who may be assigned to the Los Angeles County operation. 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 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. 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.

For every individual you propose as a potential management staff member to be assigned to the Los Angeles County operation, please provide the following information:

1. Name and proposed title of the person who may be selected to fill terminal management positions.
 2. Tenure with your firm in years.
 3. Experience in related positions within your firm or with other firms in years.
 4. Current and two most recent previous positions, including the location (County/District) of the position, the position's title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held.
- B. On a separate page, please provide a job description for each terminal management position you propose to assign to this contract.
- C. On a separate page, please provide an organization chart of your firm as it would relate to the DISTRICT terminal (It should provide the number of layers in your firm and the lines of accountability).
- D. Provide the name(s) of those persons within your firm who would have immediate authority over the General Manager you propose in item A above, and those who advise terminal management in the areas of:
- 1) Operations
 - 2) Training and Personnel
 - 3) Safety
 - 4) Maintenance
- E. Provide an explanation of the training given to your terminal managers:
1. Number of hours
 2. What type of training? (List components covered)
- F. Does your company have a terminal manager trainee program?
- Yes ____ No ____
- If so, how many trainees are presently in the program? Explain in detail:

III. OFFICE PERSONNEL

- A. It is the DISTRICT's position that the individual holding the position of Lead Dispatcher, whether or not this position is held by one or several persons, is critical to the provision of consistently high-quality pupil transportation services. Provide a delineation of duties for the Lead Dispatcher position.
- B. It is the DISTRICT's position that the critical daily working hours for this position are from 6:00 a.m. to 6:00 p.m. The DISTRICT's expectation is that a person will be assigned as backup to the Lead Dispatcher during these hours. Provide a delineation of duties for the backup to the Lead Dispatcher.

IV. BUS DRIVER PERSONNEL

- A. State the number of bus drivers you now have employed in California:

Regular Education: Special Education: Other:

In all other states:

Regular Education: Special Education: Other:

- B. How/where does your firm recruit drivers?
- C. What methods do you use in recruiting and applicant screening and how do you gather it?
 - 1. What information do you use and how do you gather it?
 - 2. What criteria or standards do you use and for what reasons might you reject an applicant?
 - 3. Do you require all terminal employees to be drug tested?
If yes, describe the criteria and frequency of such testing.
 - 4. How do you conduct background checks on drivers?
 - 5. Do you conduct such checks at both the time of hire and periodically during employment, such as every three years?
 - 6. How do you inform the DISTRICT of any crimes committed by drivers?
- D. Do you check driver applicant references?
Yes ___ No ___
- E. Do you require your drivers to be fingerprinted as a condition of employment?
Yes ___ No ___
- F. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

G. What percentage of driver applicants eventually begin your training programs?

H. What percentage of your driver applicants are hired directly as certified school bus drivers?

I. Are Department of Motor Vehicles driving records of all of your applicant drivers evaluated during the selection process?

Yes ___ No ___

J. What is the current rate of annual turnover among drivers employed by your firm?

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

Yes ___ No ___

L. Describe your current or proposed training program for new driver applicants who have no experience driving school buses. Describe the program components and content of your training program. (If available, provide the outline or course of study and who conducts the driver training session.)

1. How long is the program?

2. Number of hours in the classroom?

3. Number of hours behind the wheel?

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

5. Are driver applicants paid while they receive training?

Yes ___ No ___

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

Yes ___ No ___

7. What proportion of new driver applicants entering your program gain certification as a School Bus Driver within a specified period after entering the program?

M. Describe your in-service driver training and retraining program, including the field supervision components in this program on the content of training. (If available, provide the outline or course of study).

1. How frequently do you offer in-service training sessions?

2. Are any independent reviews of training quality conducted on your training programs?

Yes ___ No ___

If so, describe the most recent reviews:

3. How do you identify those drivers for whom retraining will be required?

N. 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, provide the outline or course of study:

O. Describe your current or proposed driver motivation and discipline programs. Explain how the programs take into account safety, absences, tardiness, on time route performance, tenure on the job, and complaints (those which can be verified and are deemed serious).

1. Do your motivation and discipline programs offer progressive rewards and penalties?

Yes ___ No ___

2. Can drivers participate in defining and developing standards, rewards and penalties?

Yes ___ No ___

3. What monetary rewards and penalties are offered?

4. What non-monetary rewards and penalties are offered?

P. Describe the wage and benefit plan you would expect to implement for this contract, including:

Explanation of fringe benefits other than those required by law. Examples: Life insurance (Amount, cost, etc.), Retirement Plan (eligibility, benefit formula, employee cost, employer contributions, etc.), Medical/Hospitalization Plan (maximum benefit, annual deductible, co-insurance amount, stop-loss amount, employee cost, employer contribution, etc.). Dental Plan (coverage, cost, etc.), Sick Leave Provision, Holidays (paid), Vacation (paid), Unemployment Compensation, Profit Sharing Plan. Seniority.

V. SAFETY PROGRAM AND ACTIVITIES

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

B. How often are safety meetings held?

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

- D. Describe the safety protocols/systems that will be used by all employees to ensure no student remains on any vehicle when the vehicle arrives at the student’s final destination, and at the end of each driver’s route, as well as the penalty for any driver who fails to follow this procedure.
- E. Describe the electronic tracking system each bus/vehicle is equipped with and how this tracking system will be used to provide accurate and real-time tracking of all vehicles in service.
- F. Describe the audio/video surveillance system that each bus would be equipped with and how the audio/video is stored/maintained. How would this audio/video be made available to the DISTRICT upon request?
- G. Provide a description of how you define school bus accidents. What have been the chargeable school bus accident rates for school buses operated by your firm in each of the three most recent academic years?

	Year:	Year:	Year:
Pupil Passengers Injured	2015-2016	2016-2017	2017-2018
Severe			
Moderate			
Complaint of Pain			
Pupil Pedestrians Injured			
Other Injuries			
Property Damage			
Total School Buses			
Total Mileage			

VI. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Describe the formal, scheduled preventative maintenance program for all vehicle fleets managed by your firm.
- B. Provide samples of any checklists utilized for each type of preventative maintenance program and describe your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.
- C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes ___ No ___

If so, briefly describe and provide a sample of these reports (including your daily bus checkout report form) and note their frequency.

- D. Do you use any other methods of identifying defects in buses? (If so, provide a description.)

Yes ___ No ___

- E. Describe how your firm ensures that serious safety related or potential vehicle damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected.
- F. Describe how your firm ensures that identified defects are generally corrected in a logical order and within a reasonable time.
- G. Does your firm maintain and evaluate records of road failures?
Yes ___ No ___
- If so, how many road failures (per month, per hundred buses) have your maintained buses experienced during the past year?
- H. For what average percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?
- I. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Briefly describe this schedule.
- J. Describe the qualifications and experience requirements for your maintenance personnel.
- K. Provide a listing of school buses proposed for use in this contract.
Identify vehicles by age, manufacturer, model and school bus specification, VIN number, and passenger type and capacity (ambulatory and wheelchair).

VII. INSURANCE DATA

1. Furnish to the DISTRICT your accident loss ratio and workers' compensation loss ratio for the past five (5) years.
2. Furnish data on the number of lawsuits filed, settlements, judgments and jury awards for the past five (5) years.

VIII. FINANCIAL AND CREDIT DATA

Submit credit references, including at least five trade or industry suppliers with whom you regularly transact business, including bank references.

IX. TRANSITION PLAN

Provide a plan and schedule for implementing the Agreement for furnishing Pupil Transportation Services should your firm be selected as the successful bidder. Your schedule and plan should address:

1. Acquisition of school buses, facility, and equipment.
2. Recruitment/relocation, if necessary, of management and supervisory personnel.

3. Recruitment, training, and hiring of drivers and mechanics; and employee orientation, especially to DISTRICT routes, schedules and other contract requirements.

X. OTHER RELEVANT INFORMATION

1. Explain and list the type of reports your terminal manager will provide to the DISTRICT. (State reports; in-house reports; etc.)
2. Describe plans for fueling of school buses (ex. Cardlock Fueling) and what type of reports would be available/furnished if DISTRICT chooses option to reimburse for actual fuel costs. If this option is chosen, how would the DISTRICT only be billed for fuel used under the Agreement?
3. Describe your software system/program used for routing.
4. Each vehicle must be equipped with a Zonar system or other comparably equipped electronic tracking system. Describe the electronic tracking system each vehicle contains and the process used to monitor the tracking system to make sure all vehicles are tracked at all times during their service.
5. Explain training that is given to the local office staff (i.e., telephone skills, stress management, crisis response, etc.)
6. Provide an explanation or description of the evaluation procedure your firm uses to measure customer satisfaction.
7. Provide a sample of any report you have furnished to other school districts or Local Education Agencies showing how you tracked the transportation services provided to individual students. This sample should correspond with the "Contractor Reports" requirement set forth in Section 33 of the Transportation Agreement, included herein.
8. Please provide a detailed list of the proposed fleet of buses, including: year, make, model, and configuration/specifications of each bus that may be used for this contract.

CERTIFICATION

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in response to the questions contained in this ***Bid Questionnaire*** is complete and accurate to the best of my knowledge. I understand that if the DISTRICT awards an Agreement for Pupil Transportation Services to my firm that the information and commitments made within this ***Bid Questionnaire*** will become incorporated into the Agreement between the DISTRICT and my firm and therefore, I certify that all information provided herein will remain valid and correct for the entire term of the Agreement.

Name of Firm

Authorized Agent

Title

Date

BID NUMBER 18-19-101

ATTACHMENT C

**AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION
SERVICES**

August 1, 2018

AGREEMENT

This AGREEMENT is made and entered into this day of August 1, 2019, by and between the Covina-Valley Unified School District on behalf of the following LEAs: Azusa USD, Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and San Jose Charter Academy, as part of East San Gabriel Valley Special Education Local Plan Area, hereinafter referred to as "DISTRICT", and the Contractor, 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 route, operate, and maintain school buses for the transportation of special education 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.
 - 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. Routes shall be designed to ensure student ride times are less than one hour, unless specific written permission is obtained from DISTRICT. CONTRACTOR must provide, for DISTRICT review and approval, a detailed written procedure demonstrating how it will ensure all ride times are less than one hour and the actions it will take in case a ride time does not, or cannot, meet the one-hour drive time limitation. DISTRICT may elect to design routes to be executed by the CONTRACTOR at any time during the duration of the contract.
 - c. 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, and transportation of students attending other school districts within Los Angeles County but outside of the East San Gabriel Valley SELPA, pursuant to agreements between those districts and the DISTRICT.
 - d. The DISTRICT, at its sole discretion, may assign staff to provide student assistance while student is accessing the transportation services under this Agreement.

- e. The DISTRICT, at its sole discretion, may hire additional services providers to provide separate and DISTRICT transportation services in which case CONTRACTOR shall work with DISTRICT to coordinate all transportation services and work with DISTRICT as necessary to ensure all DISTRICT transportation services are met during the course of this Agreement.
2. TERM OF AGREEMENT. The term of the Agreement shall be for a five (5) year period beginning August 1, 2019 and ending July 31, 2024. Through mutual agreement of the Parties, a five (5) year renewal option may be exercised through and including July 31, 2029. The agreement may be further renewed at the end of the renewal period by mutual agreement of the Parties, through amendment, as provided for in the California Education Code, Section 39803. The 5-year renewable option may be exercised in one (1) year increments.
 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. The CONTRACTOR shall, at its sole cost and expense, shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the CONTRACTOR, CONTRACTOR's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. CONTRACTOR agrees to maintain insurance coverage as follows:
 - a. Commercial General Liability Insurance: Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent CONTRACTOR's liability with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms

if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- b. Sexual Abuse and Molestation Insurance: Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$5,000,000 per wrongful act and \$10,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The DISTRICT, their board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$30,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
- d. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONTRACTOR must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- e. Broader Coverage/Higher Limits Applies: If CONTRACTOR maintains broader coverage and/or higher limits than the minimums required herein, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.
- f. CONTRACTOR’s Insurance to be Primary: For any claims related to this Contract, the CONTRACTOR’s insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, their board of trustees, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
- g. Notice of Cancellation: Each insurance policy required by this Contract must provide or be endorsed to provide that the DISTRICT is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested
- h. Additional Insured Coverage Not Affected By Named Insured's Duties after Accident or Loss: If any of the insurance required herein requires reporting of accidents or other

covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the DISTRICT, their board of trustees, officials, employees, agents, and volunteers.

- i. **Waiver of Subrogation:** CONTRACTOR hereby grants the DISTRICT, their board of trustees, officials, employees, agents, and volunteers a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT, their board of trustees, officials, employees, agents, and volunteers by virtue of the payment of any loss under such insurance. CONTRACTOR shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT, their board of trustees, officials, employees, agents, and volunteers have received a waiver of subrogation endorsement from the insurer.
- j. **Self-Insured Retentions:** Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the DISTRICT's Risk Manager or designee and shall protect the DISTRICT, their board of trustees, officials, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the DISTRICT, their board of trustees, officials, employees, agents, and volunteers
- k. **Acceptability of Insurers:** All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, unless otherwise acceptable by DISTRICT, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- l. **Verification of Coverage:** CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- m. **Subcontractors:** The CONTRACTOR shall require that all subcontractors meet the requirements of this Section and Section 25 unless otherwise agreed in writing by the DISTRICT's Risk Manager or designee.
- n. **No Limitation on Liability:** Such insurance as required herein shall not be deemed to limit CONTRACTOR's liability relating to performance under this Contract. DISTRICT reserves the right to require complete certified copies of all said policies at any time. The

procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify, and hold the DISTRICT, their board of trustees, officials, employees, agents, and volunteers harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the DISTRICT's premises.

- o. **CONTRACTOR's Failure to Provide:** If CONTRACTOR fails to procure any coverage required by be maintained by CONTRACTOR hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, DISTRICT may (but is not required to), after having given five (5) working days written notice to CONTRACTOR, procure such coverage and charge its cost to CONTRACTOR as a reduction in the contract amount payable to CONTRACTOR on the next payment date. CONTRACTOR shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by CONTRACTOR thereunder.
- p. **Waivers and Modifications:** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the DISTRICT's Risk Manager or designee.
- q. **Changes in Insurance Requirements:** Not more frequently than [once/once annually/every three (3) years], if in the opinion of DISTRICT, the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, CONTRACTOR shall amend the insurance coverage as required by DISTRICT's Risk Manager or designee.

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 allege 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 the DISTRICT, their board of trustees, officials, employees, agents, and volunteers 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, 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 safety meetings, at least quarterly, while school is in session. The DISTRICT's Designee(s) shall be notified in advance of the meeting time and location and may attend/participate in 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, annually or more often as requested, 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 may require, as a condition of its written consent of any such assignment, transfer or subcontract, satisfactory written evidence that the party or entity proposed by CONTRACTOR to provide services under this Agreement (the "Subcontractor") has sufficient qualifications and ability to meet the DISTRICT's needs and requirements for the specified services in accordance with this Agreement. CONTRACTOR must also provide written confirmation that the Subcontractor can and will ensure all employees used by the Subcontractor to provide the specified services are adequately trained and meet all applicable regulations with respect to services provided to the DISTRICT students, including, but not limited to, background checks. The DISTRICT, at its sole discretion, may reject any Subcontractor if the DISTRICT determines that the Subcontractor cannot or may not meet the requirements of this Agreement for any reason. The CONTRACTOR shall remain solely responsible for, and shall indemnify and hold the DISTRICT harmless for, any claim, harm, damage, or action arising out of the Subcontractor's actions or omissions as set forth in Section 7 above, notwithstanding the DISTRICT's approval of the Subcontractor. The DISTRICT may revoke its consent to any Subcontractor and require the CONTRACTOR to replace the Subcontractor or self-perform the services if the Subcontractor fails to meet any requirements set forth in this Agreement at any time. 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.

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.
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. CONTRACTOR operations staff and all drivers shall be responsible for notifying each parent on their route, in advance, should a route time change become necessary. The driver shall use the route change cards supplied by the DISTRICT's Designee(s). CONTRACTOR must also notify the DISTRICT in writing of any change in route.
- 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 approved by the DISTRICT's Designee(s) and shall notify the DISTRICT immediately if any approved route cannot be followed for any reason. The DISTRICT reserves the right to request change of the route assignment of any driver if the best interest of the DISTRICT will be served, in which case, CONTRACTOR shall meet with DISTRICT to develop alternative routes.
- m. It shall be the driver's responsibility to ensure that car seats, seat belts, safety vests, buckle guards, and/or safety vest straps 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. All wheelchairs 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 processing route changes daily. 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 have access to, and utilize, up to date Global Positioning System (GPS) technology to allow all drivers to monitor their location and track their routes, 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 an authorized signator 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, annually on August 1 of each year, 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 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. CONTRACTOR shall be solely responsible for determining the wage requirements applicable to its employees.

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 or upon request, 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 AND BILLING. 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 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 Member District, as defined by the DISTRICT approved calendar, the hours established effective on the first day of school shall be the only basis of change 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, not to include any deadhead time to and from the CONTRACTOR location. 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). Billing information will be separated by student's District of Residence and by District of Service. Billing will also include the students identified by route, in an Excel format. 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 3-hour minimum Daily Rate per route or consolidation for live time of student transportation, excluding any deadhead time to and from the CONTRACTOR's location. When the DISTRICT covers a route for the CONTRACTOR, the actual time will be deducted and the 3-hour minimum Daily Rate will not apply.

The 3-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 3-hour minimum Daily Rate shall be reimbursed at the excess hourly rate. If the ending time of a route only allows the driver sufficient time to reach their next tiered 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 morning, or the last drop-off in the afternoon is absent and four (4) hours' notice is given to the CONTRACTOR, that time will be deducted from the billing computation.

Following initial review and approval, CONTRACTOR shall not add buses or routes except as authorized in writing in advance by DISTRICT.

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 service 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. 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 for services 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. \$200.00 (Two hundred dollars) shall be assessed for each morning route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (routes starting in the morning)
 - b. \$200.00 (Two hundred dollars) shall be assessed for each midday route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (routes starting midday.)

- c. \$200.00 (Two hundred dollars) shall be assessed for each afternoon route consolidation, or part thereof, that is 15 minutes or more late than the scheduled arrival time to the school (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) business days in which to verify and/or justify 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. As full and complete consideration and compensation for all services provided by the CONTRACTOR pursuant to this AGREEMENT, the CONTRACTOR shall receive payment at the rates set forth in the rate schedule, attached to this Agreement as Exhibit A, which shall include any and all rate increases applicable to the CONTRACTOR's services throughout the term of this AGREEMENT. In no event shall the CONTRACTOR be entitled to any additional or supplemental payment or increase in compensation for any costs or services provided pursuant to this AGREEMENT without the prior written approval of the DISTRICT.
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"). The DISTRICT, at its sole discretion, may design specific routes during the term of the Agreement which the CONTRACTOR must implement and maintain. All routes for home to school transportation shall be planned to ensure no student is on the bus for greater than 60 minutes unless prior express written permission from DISTRICT is obtained. CONTRACTOR shall submit proposed Scheduled Routes for the DISTRICT's review and approval for every Local Education Agency that is to receive services by CONTRACTOR along with confirmation that each scheduled route meets the 60 minutes or less requirement. 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 school and Local Education Agency attended by each student. Upon written approval of the DISTRICT, CONTRACTOR must ensure the Scheduled Routes are followed by all drivers without exception or deviation. DISTRICT reserves the right to request revisions to the Scheduled Routes throughout the term of the Agreement as deemed necessary and add special routes for special events or address special needs. Following initial review and approval, CONTRACTOR shall not add buses or routes except as authorized in writing in advance by DISTRICT.

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/LEA 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.

The CONTRACTOR shall notify the parent(s) or guardian(s) of each student, no later than one (1) week prior to the beginning of the school year, of the time and location of pick-up and drop-off.

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.

All routes must originate from the CONTRACTOR's home office and drivers may not start routes from their personal homes or another location. Prior to the beginning of the route, CONTRACTOR must ensure that a CONTRACTOR employee inspects and certifies that the bus is suitable for service by inspecting the condition of the bus and ensuring all equipment required for transportation services by this Agreement are operational on the bus. CONTRACTOR shall be solely responsible for identifying the employee with the requisite knowledge to provide the required inspection and certification and may assign drivers with the inspection responsibility. However, CONTRACTOR shall be solely responsible for any harm, claim, or damage resulting from an incomplete or inadequate inspection. CONTRACTOR

must also ensure the driver is in proper condition to provide transportation services by checking to ensure the driver is able to provide driving and all associated services required by this Agreement, including, but not limited to, ensuring the driver is not under the influence of any medication, drug, or suffers from any condition, including sickness or lack of sleep, that may affect their ability to provide driving or the transportation services required by this Agreement. If CONTRACTOR determines any vehicle or driver is not fit for service, CONTRACTOR shall provide a replacement to immediately meet its contractual and service requirements and shall not be excused from any resulting delay. CONTRACTOR shall indemnify DISTRICT from any harm arising from CONTRACTOR's failure to provide proper drivers and equipment as set forth in the indemnity requirements in section 7 and no certification or inspection performed by CONTRACTOR shall release CONTRACTOR from its indemnity requirements.

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 initiates a change in routing or a replacement driver is requested by 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 school year 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. DISTRICT desires that at no time shall the age of any special education bus used exceed the maximum age of eight (8) years on August 1 of each year; however, DISTRICT will consider approving vehicles up to twelve (12) years of age if the CONTRACTOR makes a request in writing.

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, white roofs, and shall provide forward-facing location for wheelchairs and shoulder straps. All special education buses and vehicles must have a climate-controlled environment to include operable air conditioning to meet the health and comfort needs of all students being transported. Walk-on special education vehicles must have a minimum capacity of eighteen (18) passengers. Wheelchair special education vehicles must have a minimum capacity of four (4) forward-facing wheelchair positions and three (3) walk-on positions. Transit buses, used for extracurricular activities and field trips, must have a minimum capacity of forty (40) students and adults with seatbelts.

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 access and instruction on system use

to the DISTRICT. CONTRACTOR shall provide the DISTRICT with any or all reports available from this system as requested by the DISTRICT. Additionally, each vehicle must be equipped with a video and sound surveillance system, further detailed in section 31.

All buses on regularly assigned routes shall have route numbers readily displayed near the entrance door of the vehicle on placards no smaller than 6" x 6" with font no less than 3". Route numbers shall be displayed at all times. Route numbers shall be displayed at all times.

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, child seats) 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) narrow banding 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. 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 Designee.

32. DIGITAL VIDEO/AUDIO CAMERAS AND GLOBAL POSITIONING SYSTEM (GPS)
Each vehicle shall be equipped with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. The video camera(s) shall capture and record images and audio, either on the in-vehicle recording unit or in a remote location, which must be copied/retained by the CONTRACTOR and reviewable immediately upon request by DISTRICT for at least 60 calendar days.
33. 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. The DISTRICT will only be billed for actual live ride time and not any deadhead to and from the CONTRACTOR location.
34. 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 as District of Residence. 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. Provide written unusual incident reports to DISTRICT's Designee(s) within twenty-four (24) hours of any incident.
 - 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.
35. **BUS DISCIPLINE/HEALTH INCIDENTS.** 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 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.

36. TERMINATION OF AGREEMENT.

A. For Convenience. The DISTRICT may terminate this Agreement, at any time during its term, without cause, upon twenty (20) days written notice to the CONTRACTOR. Upon termination without cause, the DISTRICT shall issue payment to CONTRACTOR for all services provided and received by the DISTRICT prior to the date of termination to be determined by the DISTRICT. The DISTRICT may also unilaterally revise the services provided by the CONTRACTOR through written notification and may hire additional and separate entities to provide transportation services upon the reduction of the CONTRACTOR's services. CONTRACTOR shall not be entitled to any additional fee or payment, if the DISTRICT terminates the Agreement or revises the CONTRACTOR's services pursuant to this section.

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.

37. 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.

38. 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

By _____

Title _____

Date _____

(CONTRACTOR)

By _____

Title _____

Date _____

BID NUMBER 18-19-101

ATTACHMENT D

TRANSPORTATION DATA

In order for the Bidders to generate pricing, an Excel document provides transportation data (without student names) including pick up and drop off addresses, School of Attendance, District of Service, start and end times, and any data regarding wheelchairs. Additionally, current proposed routing for the 2018-2019 school year is provided. All Bidder are cautioned that this data is subject to change.

This electronic transportation data is available upon request by emailing Robin Harbert, Assistant Director of Purchasing, at rharter@c-vusd.org using the subject line: "SELPA Transportation Data- Bid # 18-19-101".

August 1, 2018

BID NUMBER 18-19-101

TRANSPORTATION DATA

- A. EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA (ESGV SELPA) is responsible for the establishment and maintenance of special education transportation for select programs and students throughout the SELPA. Bidder shall be responsible for providing transportation services to special education students residing in the following LEAs: Azusa USD, Baldwin Park USD, Bassett USD, Bonita USD, Charter Oak USD, Claremont USD, Covina-Valley USD, Glendora USD, Walnut Valley USD, West Covina USD, and San Jose Charter Academy and attending the Local Educational Agencies under ESGV SELPA including the following LEAs: Azusa Unified School District, Baldwin Park Unified School District, Bassett Unified School District, Bonita Unified School District, Charter Oak Unified School District, Claremont Unified School District, Covina-Valley Unified School District, Walnut-Valley Valley Unified School District, West Covina- Unified School District, and San Jose Charter Academy.

Special education eligibility for students receiving special education transportation include, but are not limited, to: intellectual disabilities, orthopedic impairments, speech and language impairments, specific learning disabilities, autism, emotionally disturbance, deaf or hard of hearing, and visual impairments.

Transportation services to be provided include: Home-to-School Transportation to programs and classes operated throughout ESGV SELPA; Related Services; Vocational Education activities within Los Angeles County; Other Designated District Student Programs, and Field Trips.

2019 – 2020 SCHOOL YEAR:

Regular School Year: 180 days

Extended Year : 20 days

- B. The LEAs of the East San Gabriel Valley SELPA (as listed above) have a Memorandum of Understanding for transportation of their special education students to the programs listed. This population of students may include some of the same disabilities as noted in “A” above, as well as other disabilities.

BID NUMBER 18-19-101

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this bid is a cashier's check payable to the order of the Covina-Valley Unified District or a certified check payable to the order of the Covina-Valley Unified District in an amount _____ **(10% of annual contract value)**.

The proceeds of this check shall become the property of said DISTRICT, if, this proposal shall be accepted by the DISTRICT through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the DISTRICT within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID NUMBER 18-19-101

ATTACHMENT E

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Covina-Valley Unified District (hereafter called "DISTRICT") in the sum of _____ (**10% of annual contract value**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the DISTRICT a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for transportation services.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid),

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

BID NUMBER 18-19-101

ATTACHMENT F

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID NUMBER 18-19-101

ATTACHMENT G

**IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR
MORE
(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

LIST OF VENDORS TO RECEIVE REQUEST FOR PROPOSAL

Durham School Services
2601 Navistar Drive
Lisle, IL 60532

First Student Transportation
600 Vine Street, Suite 1400
Cincinnati, OH 45202

Hemet USD Transportation/Enterprise Program
1791 West Acacia Ave.
Hemet, CA 92545

Pupil Transportation Cooperative
P.O, Box 3497
Whittier, CA 90605

Storer Transportation
501 Beard Ave
Modesto, CA 95354

Student Transportation of America
15636 Cypress Ave.
Irwindale, CA 91706
626-962-6011

Visser Bus Services
8776 Archibald Avenue
Rancho Cucamonga, CA 91730

Whittier Christian High School District
501 N. Beach Blvd.
La Habra, CA 90631
562-694-3803