



# COVINA-VALLEY UNIFIED SCHOOL DISTRICT

**BID 21-22-104**

**“AS NEEDED” TRANSPORTATION BID 21-22-104**

**Submit proposals by 1:00 P.M. May 10, 2022 to:**

**Covina-Valley Unified School District**

**Purchasing Department**

**519 E. Badillo Street**

**Covina, California 91723**

**Attn: Robin Harbert, Assistant Director Purchasing**

**(626) 974-7000 Ext. 800128**

**[rharbert@c-vusd.org](mailto:rharbert@c-vusd.org)**

**Issue Date: April 4, 2022**

**Deadline for Submission  
Of Written Questions May 5, 2022 1:00 PM**

**Proposal Due Date: May 10, 2022 1:00 PM**

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-103**

**Table of Contents**

**Documents necessary for completion of Bid Form**

1. Notice to Contractors Calling for Bids
2. Terms and Conditions
3. Home-to-School Pupil Transportation Services (Exhibit “A”)
4. Extracurricular Activities Pupil Transportation Services (Exhibit “B”)
5. District Map (Exhibit “C”)

**Documents to be submitted with Bid Form**

*(If the following documents are not submitted with the Bid Form, the bidder will be declared non-responsive.)*

1. Bid Form
2. Bidder Questionnaire
3. Non-collusion Declaration
4. Insurance Requirement Form and Evidence of Insurance

**Documents to be returned with executed Agreement of Successful Bidder**

1. Agreement
2. Workers’ Compensation Certificate
3. Criminal Records Check Certification (Contractor Fingerprinting Requirements)
4. Drug-Free Workplace Certification
5. Request for Taxpayer ID Number and Certification (IRS Form W-9 [not included] Required for Payment)

## NOTICE TO CONTRACTORS CALLING FOR BIDS

**School District:** Covina-Valley Unified School District

**Bid Deadline:** May 10, 2022, 1:00 p.m.

**Place of Bid Receipt:** Covina-Valley Unified School District  
Purchasing Department  
519 East Badillo Street  
Covina, CA 91723

**Project Identification Name:** “As-Needed” Pupil Transportation Services  
Bid No. 21-22-104

NOTICE IS HEREBY GIVEN that the Covina-Valley Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as “DISTRICT,” will receive up to, but not later than the above-stated time, sealed bids for the award of a contract for “as-needed” pupil transportation services. The bid shall be accompanied by the documents specified in the Table of Contents of the bid package.

Bids shall be received in the place identified above. No faxed bids will be accepted. The successful contractor(s) will be selected by implementing the evaluation process described in the Terms and Conditions of the bid package.

The Contractor shall be required to furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the bid documents and submit other required documents specified in the Table of Contents of the bid package.

Bid packages may be obtained on our website at <https://www.c-vusd.org/Page/758>.

Direct all questions regarding bid documents in writing to Robin Harbert, Purchasing Department, at the above address or email at [rharbert@c-vusd.org](mailto:rharbert@c-vusd.org).

DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

No bidder may withdraw any bid for a period of sixty (60) days after the date set for the opening of bids.

Governing Board of the  
COVINA-VALLEY UNIFIED SCHOOL DISTRICT

By: Robin Harbert  
Assistant Director Purchasing

Advertise: April 1, 2022 & April 8, 2022

## TERMS AND CONDITIONS

### “As-Needed” Pupil Transportation Services Bid No. 21-22-104

#### 1. Scope of Services

a. This bid requests responses from highly-qualified pupil transportation contractors to furnish “as-needed” consolidated pupil transportation services for Pre-K to 12<sup>th</sup> grade students geographically residing within and attending Covina-Valley Unified School District (“DISTRICT”) schools.

b. The overall objective of this invitation to bid is to allow vendors the opportunity to bid for “as-needed” (1) home-to-school pupil transportation services only (Exhibits “A”), (2) extracurricular activities pupil transportation services only (Exhibits “B”), or (3) home-to-school pupil transportation services and extracurricular activities pupil transportation services (Exhibits “A,” and “B”). It is expected that transportation services will begin on or about **July 1, 2022**.

c. The DISTRICT desires to approve a panel of qualified transportation providers to provide “as-needed” pupil transportation services, with an emphasis on providers for the extracurricular activities pupil transportation services for which the greatest need is anticipated.

d. The DISTRICT will create a list of approved qualified transportation providers. Any one provider will not be expected to guarantee availability for all requests.

e. The DISTRICT provides pupil transportation services required of the DISTRICT, but from time to time is unable to accommodate all the DISTRICT’s demands for pupil transportation, particularly with extra-curricular field trip transportation, and on a less frequent basis, home to school and special education transportation services.

f. Boundaries: The DISTRICT is generally bounded on the north by Gladstone Street, south by Cameron Avenue, east by 57 Freeway, and west by Azusa Canyon Road. (These boundaries are for general reference only and may not be exact.) Please see attached District map (Exhibit “C”).

#### 2. Term of Contract

The agreement (“Agreement” or “Contract”) associated with this bid shall be for an initial period beginning on July 1, 2022, and ending June 30, 2023, and may be extended for up to four (4) additional terms of one (1) year, the first such additional year beginning July 1, 2023, and ending June 30, 2024, in accordance with provisions of the Agreement and as authorized by Education Code sections 17596 and 39803.

#### 3. Permits, Licenses, and Compliance with Law

The Contractor, his/her employees and agents shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Agreement and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (i.e.: random drug testing). Contractor will be required to also comply with AB 319

Chapter 359 of 1989 Statutes to notify the Department of Motor Vehicles whenever a certified school bus, school pupil activity bus or youth bus driver is dismissed for causes related to passenger safety.

#### **4. Commercial General Liability and Property Damage Insurance**

Contractor shall maintain commercial general liability and property damage insurance in the amount of Five Million \$5,000,000 for 16 passenger buses and above and Three Million \$3,000,000 for below 16 passenger buses, combined single limit per occurrence, which shall be primary over any other insurance carried by the DISTRICT, but only as respects liability arising out of Contractor's performance under this agreement. Public liability insurance shall be maintained to protect the Contractor and, as an additional insured, the DISTRICT, its Governing Board, its Officers, its Agents, and its Employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the Contractor under this Contract. Such insurance shall have a minimum combined single limit of Five Million Dollars (\$5,000,000) per occurrence. Such public liability insurance shall be issued by insurance carriers acceptable to the DISTRICT and with a Best rating of not less than A +10. Insurance carriers shall be licensed to transact the business of insurance in the State of California and shall be acceptable to the DISTRICT. Certificates and insurance policies shall provide that the policy shall not be cancelled or reduced in required limits of liability until notice has been given to the DISTRICT of such cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after the notice is given.

Certificates of insurance shall name the DISTRICT (Covina-Valley Unified School District, it's Governing Board of Trustees, Superintendent, all officers, volunteers, employees, and agents of the District) as an additional insured. In addition, said certificate shall state the extent of insurance, the locations and operation to which insurance applies and the expiration date of the insurance.

Contractor shall not commence work under the Agreement until he/she has obtained all required insurance and certificates of insurance, with Best rating specified, and has delivered the same to the Purchasing Supervisor and approved by the DISTRICT.

#### **5. Use of DISTRICT Documents**

a. Bids must be submitted on forms or in the format provided by the DISTRICT. No alteration to the DISTRICT forms will be permitted, including, but not limited to, substitutions, additions, deletions or interlineations, without the prior written consent of the DISTRICT, which may be given or withheld in its sole and absolute discretion. The signatures of all persons signing the bid and all other bid-related documents must be in **permanent blue ink**. Reproduction of DISTRICT documents is permitted, so long as reproduced copies are exactly identical in size, format and content to 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.

b. The bid/contract documents include:

- 1) Notice to Contractors Calling for Bids
- 2) Terms and Conditions
- 3) Home-to-School Pupil Transportation Services (Exhibit "A")
- 4) Extracurricular Activities Pupil Transportation Services (Exhibit "B")

- 5) District Map (Exhibit “C”)
- 6) Bid Form
- 7) Bidder Questionnaire
- 8) Non-collusion Declaration
- 9) Insurance Requirement Form and Evidence of Insurance
- 10) Agreement
- 11) Workers’ Compensation Certificate
- 12) Contractor Fingerprinting Requirements
- 13) Drug-Free Workplace Certification

## **6. Inspection of Documents**

a. Each contractor receiving forms prepared by the DISTRICT is responsible for inspection of DISTRICT documents for missing or illegible pages or other indication of incomplete information provided to the contractor.

b. The failure or neglect of any contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any contractor from obligations with respect to his or her bid. The submission of a bid shall be taken as incontrovertible evidence of compliance with this section.

c. Receipt of addenda to the bid documents by a contractor must be acknowledged on the Bid Form.

## **7. Submitting Bids**

a. The DISTRICT must receive bids on the date, time and at the address specified in the Notice to Contractors Calling for Bids. Any bid received after such time will be rejected and returned unopened. It is the contractor’s sole responsibility to ensure that its bid is received prior to the Bid Deadline.

b. Two (2) sets (one original and one copy) of the bid must be submitted.

c. Each contractor must submit its bid in a sealed envelope.

d. Each envelope must be marked with the contractor’s name and address and the words “As-Needed’ Pupil Transportation Services - Bid No. 21-22-104 and must contain:

- 1) Completed and executed Bid Form
- 2) Completed and executed Bidder Questionnaire
- 3) Completed and executed Non-Collusion Declaration
- 4) Completed Insurance Requirements Form and Evidence of Insurance
- 5) Acknowledgement of addendum, if any.

## **8. Written Inquiries, Addenda**

a. Questions about the bid/contract documents shall be in writing and delivered by email, or in person no later than **1:00 p.m. on May 5, 2022**, to the Purchasing Department at the following address:

Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Robin Harbert  
[rharbert@c-vusd.org](mailto:rharbert@c-vusd.org)

If your question is sent via email, you must enter **RFI for “As Needed” Transportation Bid 21-22-104** in the subject line. Any email sent without this in the subject line may not receive a response.

b. The DISTRICT reserves the right to (1) provide written responses to questions and/or (2) revise or amend the contract documents prior to the Bid Deadline. Such revisions and amendments, if any, will be announced by an addendum or addenda to the bid. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the Bid Deadline may be postponed by such number of days as in the opinion of the DISTRICT will enable contractors to revise their bids to account for such changes. In such cases, the addendum will include an announcement of the new date for receipt of bids. Written responses and addenda will be issued only to contractors who have obtained bid sets at the designated pick-up location and/or have requested to be added to the official bidders list. Written responses or addenda will be transmitted to contractors via email or they will be provided by U.S. Mail or by overnight delivery. The contractors are responsible for confirming they have received all written responses and addenda.

c. The DISTRICT will not consider any telephone or in-person inquiries regarding this bid. In the event a contractor attempts to contact any official or employee of the DISTRICT in any manner contrary to the above requirements, said contractor may be disqualified from further consideration. This provision does not apply to telephone calls to the DISTRICT asking for directions for delivery of bid and/or delivery of written questions about the bid.

## **9. Erasures or Corrections to Entries**

a. The bid documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the bid.

b. If correction of an unintended entry is desired, such correction must be clear and legible and clearly authenticated by initials of the person signing the bid. Unclear or unauthenticated corrections may result in rejection of the bid at the option of the DISTRICT.

## **10. Withdrawal or Amendment of Submitted Bid**

a. Any bid that has been submitted may be withdrawn prior to the Bid Deadline. A request to withdraw a bid must be in writing and must be received by the DISTRICT prior to the Bid Deadline.

b. No amendment, addendum or modification will be accepted after the bid has been submitted to the DISTRICT. If a change to a bid that has been submitted is desired, the submitted bid must be withdrawn and the replacement bid submitted to the DISTRICT prior to the Bid Deadline.

c. No contractor may submit more than one bid.

- d. Bids may not be withdrawn for sixty (60) days after the Bid Deadline.

## **11. Evaluation and Award of Contract**

The DISTRICT desires to establish a panel of qualified pupil transportation providers from which the DISTRICT may award one or more “as-needed” Contracts. In awarding the Contract(s), the DISTRICT will consider not only the contractor’s bid amount, but also several criteria which indicate how well a contractor will be able to perform the Contract. Initially, the DISTRICT will assess the qualifications and desirability of the contractors. The award of the Contract(s), if made by the DISTRICT, will be made in accordance with the following procedures:

- a. Written Bid Evaluation: Written bids will be evaluated by the DISTRICT. All data and information in the written bids will be subject to verification.

At its option, the DISTRICT may elect to reject any written bid after the written bid evaluation if, in the DISTRICT’S discretion, the contractor or contractors is/are incapable of providing proper and satisfactory service in accordance with the DISTRICT’s transportation standards and requirements including, without limitation, safety standards, financial condition requirements and experience requirements.

- b. Multiple Contracts: The DISTRICT may authorize entering into one or more contracts with contractors who, based on their overall qualification/desirability rating and cost, will best satisfy the DISTRICT’s transportation needs. The DISTRICT may award a contract to other than the lowest contractor in accordance with California Education Code section 39802.

## **12. Rejection of Bid and Waiver of Irregularities**

The DISTRICT reserves the right to reject any or all bids and to waive any immaterial irregularities in the bid process or any bid. The DISTRICT also reserves the right to select any bid which the DISTRICT believes is in the best interest of the DISTRICT and its pupil population regardless of whether it provides the lowest price.

## **13. Obtaining Information**

- a. Outside sources: The DISTRICT reserves the right to obtain, from any and all sources, information concerning a contractor which the DISTRICT deems pertinent to this bid and to consider such information in evaluating the contractor’s bid.

- b. Inspections: Upon reasonable notice to the contractor, the DISTRICT reserves the right to make on-site inspections of the contractor’s facilities which the DISTRICT deems pertinent and necessary to evaluate the contractor’s proposal and to consider any information received from such inspection in evaluating the contractor’s bid.

## **14. Bid Costs**

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



## **15. Bid Disclosure**

a. All bids received shall remain confidential until one or more agreements resulting from this bid are signed by the DISTRICT and the apparent successful contractor(s). Thereafter, the bids shall be deemed public record. In the event that a contractor desires that portions of its bid remain confidential, it is incumbent upon the contractor to identify those portions in its transmittal letter deposited with the bid. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which the contractor is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word “confidential” printed on the lower right hand corner of the page.

b. The DISTRICT will consider a contractor’s request for confidentiality. However, the DISTRICT will not be bound by the assertion that a page contains confidential material. An assertion by a contractor that an entire volume of its bid is confidential will **not** be honored. The DISTRICT reserves the right to disclose all information in the bid, even if the contractor requests that it remain confidential, if the DISTRICT determines that disclosure is not prohibited by law or court order.

c. Contractors shall not issue any news release or make any statement to the news media pertaining to this bid or any bid and/or contract or work resulting therefrom without the prior written approval of the DISTRICT, which may be given or withheld in its sole and absolute discretion, and then only in cooperation with the DISTRICT.

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

Following approval, the Contractor may not alter the bid pricing or scheduling options without the prior written permission of the DISTRICT. Scheduling transportation will be dependent on availability of Contractor.

## **17. Home to School Routing and Scheduling**

### **a. Service:**

1) Prior to the start of any service under the Agreement, the DISTRICT and the CONTRACTOR shall cooperatively establish routes and tentative schedules conforming to the anticipated needs of the DISTRICT for supplemental pupil transportation services. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling or bus assignments, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. Increased or decreased bus capacities or services necessitated by program funding or population changes shall be authorized by the DISTRICT. Any revisions so adopted shall be deemed an ordinary part of the Agreement.

2) Students are to be delivered to schools of attendance not more than twenty (20) minutes prior to class take-up time and are not to be kept waiting more than five (5) minutes after dismissal time.

3) The maximum time any student may be in transit one way shall be seventy-five (75) minutes unless otherwise authorized by the DISTRICT.

4) Time and mileage charges for “home-to-school” services shall commence at the times and places specified in the official requests for such services and shall end when all passengers have been returned to their starting points or DISTRICT designated drop-off locations (Live Time).

b. Special Education Service:

1) The DISTRICT shall notify in writing (facsimile) and furnish the CONTRACTOR with a list of students to be transported, their pickup addresses, school assignments, handicaps, and opening and closing times of their classes at least seventy-two (72) hours in advance as may be needed throughout the term of the Agreement.

2) Unless otherwise permitted by the DISTRICT, students shall be transported with other students with similar handicaps and shall not be transferred to other buses in route to their destinations.

3) If students are transported in their own wheelchairs, they must be adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration and deceleration of the bus.

4) Students are to be delivered to schools of attendance not more than twenty (20) minutes prior to class take-up time and are not to be kept waiting more than five (5) minutes after dismissal time.

5) The maximum time any student may be in transit one way shall be seventy-five (75) minutes unless otherwise authorized by the DISTRICT.

c. Activities, Athletics and Field Trips:

1) The Contractor agrees to provide “as-needed” transportation service for activities, athletics and field trips as may be authorized by the DISTRICT. For activities, athletics and field trips, the DISTRICT will provide the CONTRACTOR at least seventy-two (72) hours prior written (facsimile or email) notice to the scheduled event.

2) The DISTRICT shall have the option to cancel any scheduled activity, athletic and field trip upon the DISTRICT’s notification to the Contractor at least twenty-four (24) hours prior to the time of the first scheduled pupil pick-up. If cancelled at the pick-up points, the DISTRICT shall pay CONTRACTOR for the driver’s time and mileage to and from the CONTRACTOR’s Facility, but not to exceed Five Hundred Dollars (\$500.00).

**18. Contractor’s Personnel**

a. Each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.

b. All personnel assigned to perform under the Agreement shall be subject to the continuous approval by the DISTRICT. Drivers assigned to buses transporting handicapped students

shall be given special training covering techniques for handling such students. This instruction shall be provided prior to such assignments and shall be given with the assistance of DISTRICT personnel. If DISTRICT, in its absolute discretion determines that a bus driver is not qualified to perform the services required or is in violation of the general requirements, the DISTRICT may request the Contractor to remove such driver from the DISTRICT's route.

c. Drivers shall notify the CONTRACTOR's dispatcher whenever it appears that they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The DISTRICT's designee shall notify the impacted school. If the delay impacts other schools, the DISTRICT's designee shall notify each impacted school.

d. The DISTRICT and CONTRACTOR agree that it is essential to have a qualified, competent bus driver regularly assigned to and familiar with each bus route on a continuing basis. The use of new or substitute drivers who are not familiar with bus routes or frequent reassignment of drivers to other routes is not acceptable. Except in emergency situations, prior to driving a bus route with students, the driver shall make at least one complete run of the bus route to become familiar with the route, the bus stops, traffic conditions, etc.

e. Fingerprinting: CONTRACTOR will provide a written statement certifying that all employees that will provide service to the DISTRICT have been fingerprinted, that such fingerprints have been sent to the California Department of Justice for review and comments and that the California Department of Justice has determined that such employee has never been convicted of a felony.

f. Tuberculosis (TB) Testing: CONTRACTOR employees (staff, drivers, mechanics etc.) who are expected to come into contact with DISTRICT pupils shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as specified in California Education Code section 49406. CONTRACTOR shall establish and maintain a record-keeping system to ensure that each driver meets this requirement. This system shall be available for review by the DISTRICT.

g. Unauthorized Personnel: All unauthorized personnel on buses must be previously approved by the DISTRICT in writing.

h. Drivers' Qualifications: School bus drivers employed by CONTRACTOR for service to the DISTRICT shall meet all statutory and regulatory requirements relating to drivers' qualifications and responsibilities. The CONTRACTOR assumes sole responsibility for assuring its drivers' qualifications.

i. Uniforms and Identification Badges: The CONTRACTOR shall furnish uniforms for drivers. All drivers shall be in proper uniforms within fifteen (15) days of the date assigned to drive for the DISTRICT. CONTRACTOR shall provide each employee with a picture identification badge that shall be worn on the outside of his/her uniform. The badge shall show the CONTRACTOR's company name as well as the name of the driver.

j. Tobacco Products: The use of tobacco products of any kind is forbidden on buses or on property owned or leased by the DISTRICT, whether passengers are on the bus or not. The

restriction applies to pupils, aides, drivers, DISTRICT or CONTRACTOR management staff and maintenance staff.

k. Alcohol and Controlled Substances: The CONTRACTOR shall comply with Code of Federal Regulations, Title 49, Volume 4, Part 382, Subpart F, Section 382.601, which requires the CONTRACTOR to:

- 1) Adopt a policy on the misuse of alcohol and controlled substances.
- 2) Provide to each school bus driver educational materials that explain the requirements of Part 382 and the CONTRACTOR's policies and procedures with respect to meeting these requirements.
- 3) Obtain a certificate of receipt from each such driver evidencing that he or she has received a copy of the foregoing material.
- 4) Prior to the commencement of the school year, the CONTRACTOR shall provide copies of all such certificates from the drivers who have been assigned by the CONTRACTOR to perform services under the Agreement.

l. Use of Cell Phones: Drivers and aides shall not use cell phones on school buses while the bus is in motion or at such time when the use of such devices would interfere with work duties or the needs of the pupils

## **19. Record Keeping**

a. The CONTRACTOR shall provide operational and other records deemed necessary by the DISTRICT. They shall include six (6) annual student counts as required by law.

b. As required by Government Code section 8546.7, or amendments thereto, all books, records and files of the CONTRACTOR and the DISTRICT connected with the performance of the Agreement shall be subject to the examination and audit of the State Auditor of the State of California, at the request of the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment is made under the Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

## **20. Maintenance Facility**

a. During the term of the Agreement, the CONTRACTOR shall have full care, custody and control of all buses at its facility. The CONTRACTOR shall provide regular preventive maintenance, as approved by the bus manufacturer, on all buses. The CONTRACTOR shall clean all buses inside and out as necessary, and perform repairs to visible body damage, inside or out, immediately after such damage occurs, or as soon thereafter as reasonably possible.

b. The CONTRACTOR shall comply with all applicable laws, regulations, rules, policies, and rulings of state and federal environmental quality agencies related to the use, maintenance, and operation of the buses at all times.

## **21. Environmental Compliance and Indemnification**

a. The CONTRACTOR shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the facility and for all buses at all times during the Agreement, including, but not limited to, the South Coast Air Quality Management District Rule 1195 entitled “Clean On-Road School Buses.”

b. The CONTRACTOR hereby agrees to indemnify and hold the DISTRICT harmless from and against any loss, cost, or expense, including reasonable attorneys’ fees, damages, claims or liability arising out of or related to the willful or negligent acts or omissions of CONTRACTOR related to environmental quality matters affecting the facility, except to the extent that such loss or liability is caused by the negligent or willful misconduct of the DISTRICT, its officers, employees, or agents.

c. The indemnification obligation of Subsection b. shall survive the termination or expiration of the Agreement.

**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-104**

**EXHIBIT “A”  
Home-to-School Pupil Transportation Services**

**1. Routing and Scheduling**

a. Prior to the start of any service under the Agreement, the DISTRICT and the CONTRACTOR shall cooperatively establish routes and tentative schedules conforming to the anticipated needs of the DISTRICT for supplemental pupil transportation services. If, at any time during the Agreement, it is determined that service may be improved by revisions to routing, scheduling or bus assignments, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. When “as-needed” transportation services are requested, the route sheets provided to the CONTRACTOR shall include the name of each student, the order of pick-up or drop-off, pick-up and drop-off address, directions to and from each address, the school address to which the student is assigned, the beginning and ending time of the class and an indication of whether the student requires special handling and/or equipment. A parent, or designated adult, must meet the children as described in the attached copy of the Parent and Driver Information for Children Receiving Special Education Transportation Service pamphlet. Approximate student pick-up area is outlined on the attached maps.

b. Contractor shall implement the established routes as may be requested. In the event supplemental pupil transportation services are required, the DISTRICT will give the CONTRACTOR not less than seventy-two (72) hours prior written (facsimile or email) notice. The routes established for the DISTRICT will be developed to limit the travel time for each student transported to seventy-five (75) minutes each way, including DISTRICT-approved transfers. In the development of routes and schedules for DISTRICT approval, CONTRACTOR shall not drop-off any pupils more than fifteen (15) minutes prior to school starting time and shall pick them up within fifteen (15) minutes after the end of their school day.

c. Students will not be transferred to another vehicle going to or coming from school, except in the case of emergency or breakdown, or as approved by the DISTRICT. In the event of a breakdown or emergency situation, the CONTRACTOR shall notify the District Transportation Department (626) 974-7048.

d. Time and mileage charges for all transportation shall commence at the times and places specified in the official requests for such services and shall end when all passengers have been returned to their starting points or DISTRICT designated drop-off locations (Live Time).

**2. Dry Run**

Dry Runs will be conducted on a weekday following the commencement of the Agreement but prior to performing any “as-needed” services and again prior to the start of school year each year the Agreement is in effect. All routes will be run as though it were the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the

DISTRICT. The driver orientation shall include, but not be limited to, pupil management, handicapped sensitivity, dealing with parents, relationship with schools and general public, discipline on the school bus and other pertinent information. The cost of the dry runs and driver orientation shall be borne by the CONTRACTOR.

### **3. Changes in Established Routes**

Changes to established routes shall be provided to the CONTRACTOR by the DISTRICT in conformance with the following schedule:

- a. Suspension or deletion of service for a student shall be implemented the next working day following receipt of the route change from the DISTRICT
- b. CONTRACTOR shall add a student to a bus route within three (3) working days following receipt of the route change from the DISTRICT.
- c. CONTRACTOR shall implement new routes as required because of relocation of a class and/or classes and major changes in student population within three (3) working days following receipt of the notice of need for route change from the DISTRICT.
- d. School starting and dismissal times are subject to modification.

### **4. Recordkeeping and Reporting Requirements**

The CONTRACTOR shall maintain a Daily Trip Activity Report (weekly summary), which shall include number of students transported both ways, mileage, and actual hours worked, and shall submit this report with the invoice to the DISTRICT. CONTRACTOR will provide a weekly summary with its invoice of all missed trips, which include the cause and the corrective action taken. The CONTRACTOR will maintain records of California Highway Patrol Vehicle Inspection Reports for all buses as required by law.

### **5. Drivers**

- a. Drivers shall be trained in the techniques of handling special education students prior to assignment by the CONTRACTOR to routes carrying special education students.
- b. All drivers employed by Contractor to provide service to the DISTRICT shall be trained in basic sign language. This training will be provided by the DISTRICT Deaf/Hard of Hearing Program Specialist or equivalently trained person provided by the DISTRICT. This training will be provided at a time and location mutually agreed upon by the CONTRACTOR and the DISTRICT.

### **6. Discipline on the School Bus**

The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow rules and regulations specified in the Parent and Driver Information for Children Receiving Special Education Transportation Service pamphlet. The CONTRACTOR shall provide for regular reporting to the DISTRICT of incidents of misconduct. Reports shall be on DISTRICT forms and in accordance with DISTRICT policies within 24 hours of each incident.

**7. Missed Pick-up**

In the event of a missed pick-up, a bus shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of telephone notification by the DISTRICT.



**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-104**

**EXHIBIT “B”  
Extracurricular Activities Pupil Transportation Services**

**1. Field and Sports Trips**

a. The CONTRACTOR agrees to provide transportation services on an “as-needed” basis for field trips and other school-sponsored activities as may be authorized by the Covina-Valley Unified School District (“DISTRICT”). No guarantee or representation can be given on the frequency or minimum number of school buses which may be required.

b. The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow rules and regulations specified in the Bus Transportation and Safety Plan Information Pamphlet. The CONTRACTOR shall provide for regular reporting to the DISTRICT of incidents of misconduct. Reports shall be on DISTRICT forms and in accordance with DISTRICT policies within 24 hours of each incident.

**2. Scheduling Trips**

c. The DISTRICT will provide the CONTRACTOR with at least seventy-two (72) hours prior written (facsimile or email) notice of the scheduled activity and request the CONTRACTOR to provide equipment and personnel for the activity. In the event the CONTRACTOR does not have the required equipment and/or personnel available, the DISTRICT may contact another transportation firm and request the service.

d. The DISTRICT shall designate the CONTRACTOR’s pick-up and return points. Time charges shall commence and terminate at those points.

**3. Invoices**

CONTRACTOR’s invoices shall be submitted directly to the District Transportation Department, within ten (10) days after completion of each trip. The invoice shall contain the date of the trip, driver’s name, fleet bus number, capacity of the bus used, the pick-up and return points, the time of pick-up and return, the mileage, and the DISTRICT reservation trip number.

**4. Trip Cancellation**

CONTRACTOR will be assessed a cancellation charge of \$250 per bus when CONTRACTOR cancels within twenty-four (24) hours of scheduled pick-up time or if requested seating capacity is not furnished. In the event of trip cancellation by the CONTRACTOR as provided in this paragraph, the DISTRICT shall secure the required services from another transportation contractor on the list of approved transportation providers. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to the Agreement, the excess cost shall be charged to and collected from the CONTRACTOR.

**5. Delays**

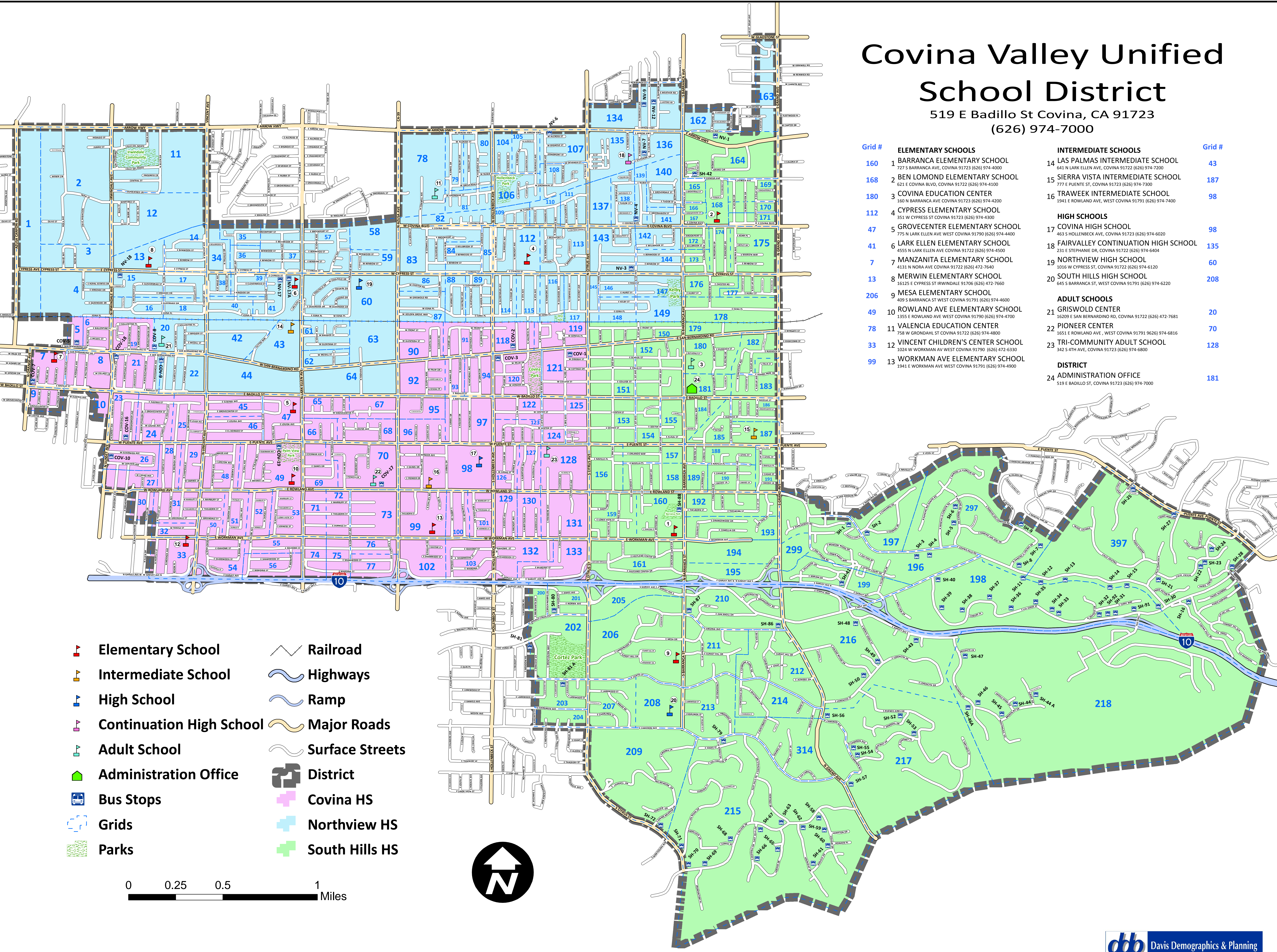
DISTRICT shall not be charged over hours for any delays due to CONTRACTOR equipment mechanical failures or driver performance. For any over hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) the CONTRACTOR will submit a proposal with equitable cost sharing benefits.

**6. Trip-related Fees**

Schools should be prepared to pay for all tolls, parking and other fees. The DISTRICT shall reimburse the CONTRACTOR for all tolls, parking, and other fees (excluding fines) in conjunction with DISTRICT trips in the event the school was not prepared to pay.

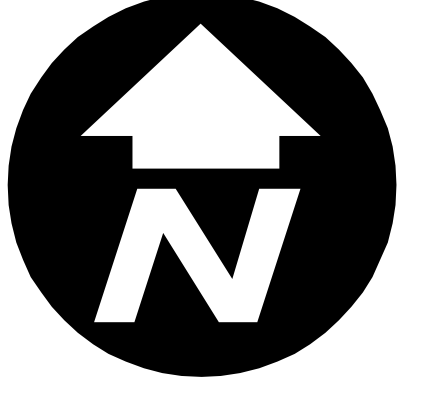
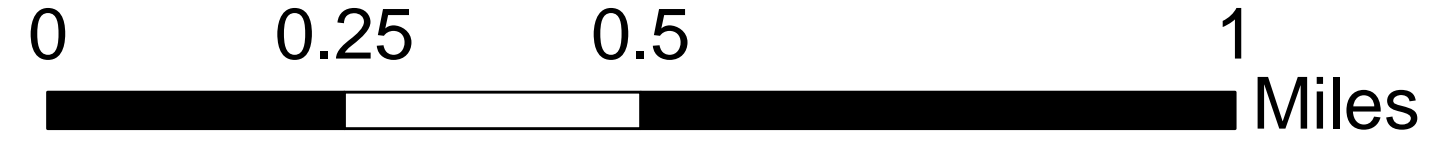
# Covina Valley Unified School District

519 E Badillo St Covina, CA 91723  
(626) 974-7000



Grid #	SCHOOL TYPE	SCHOOL NAME	Address	Phone	Grid #	SCHOOL TYPE	SCHOOL NAME	Address	Phone
160	Elementary	BARRANCA ELEMENTARY SCHOOL	727 S BARRANCA AVE, COVINA 91723	(626) 974-4000	43	Intermediate	LAS PALMAS INTERMEDIATE SCHOOL	641 N LARK ELLEN AVE, COVINA 91722	(626) 974-7200
168	Elementary	BEN LOMOND ELEMENTARY SCHOOL	621 E COVINA BLVD, COVINA 91722	(626) 974-4100	187	Intermediate	SIERRA VISTA INTERMEDIATE SCHOOL	777 E PUENTE ST, COVINA 91723	(626) 974-7300
180	Elementary	COVINA EDUCATION CENTER	160 N BARRANCA AVE COVINA 91723	(626) 974-4200	98	Intermediate	TRAWEEK INTERMEDIATE SCHOOL	1941 E ROWLAND AVE, WEST COVINA 91791	(626) 974-7400
112	Elementary	CYPRESS ELEMENTARY SCHOOL	351 W CYPRESS ST COVINA 91723	(626) 974-4300		High Schools	COVINA HIGH SCHOOL	463 S HOLLENBECK AVE, COVINA 91723	(626) 974-6020
47	Elementary	GROVECENTER ELEMENTARY SCHOOL	775 N LARK ELLEN AVE WEST COVINA 91790	(626) 974-4400	98	High Schools	FAIRVALLEY CONTINUATION HIGH SCHOOL	231 E STEPHANIE DR, COVINA 91722	(626) 974-6404
41	Elementary	LARK ELLEN ELEMENTARY SCHOOL	4555 N LARK ELLEN AVE COVINA 91722	(626) 974-4500	135	High Schools	NORTHVIEW HIGH SCHOOL	1016 W CYPRESS ST, COVINA 91722	(626) 974-6120
7	Elementary	MANZANITA ELEMENTARY SCHOOL	4131 N NORRA AVE COVINA 91723	(626) 472-7640	60	High Schools	SOUTH HILLS HIGH SCHOOL	645 S BARRANCA ST, WEST COVINA 91791	(626) 974-6220
13	Elementary	MERWIN ELEMENTARY SCHOOL	16125 E CYPRESS ST IRVINDALE 91706	(626) 472-7660	208	Adult Schools	GRISWOLD CENTER	16209 E SAN BERNARDINO RD, COVINA 91722	(626) 472-7681
206	Elementary	MESA ELEMENTARY SCHOOL	409 S BARRANCA ST WEST COVINA 91791	(626) 974-4600	20	Adult Schools	PIONEER CENTER	1651 E ROWLAND AVE, WEST COVINA 91791	(626) 974-6816
49	Elementary	ROWLAND AVE ELEMENTARY SCHOOL	1355 E ROWLAND AVE WEST COVINA 91790	(626) 974-4700	70	Adult Schools	TRI-COMMUNITY ADULT SCHOOL	342 S 4TH AVE, COVINA 91723	(626) 974-6800
78	Elementary	VALENCIA EDUCATION CENTER	758 W GRONDAHL ST COVINA 91722	(626) 974-4800	128	District	ADMINISTRATION OFFICE	519 E BADILLO ST, COVINA 91723	(626) 974-7000
33	Elementary	VINCENT CHILDREN'S CENTER SCHOOL	1024 W WORKMAN AV WEST COVINA 91790	(626) 472-6330					
99	Elementary	WORKMAN AVE ELEMENTARY SCHOOL	1941 E WORKMAN AVE WEST COVINA 91791	(626) 974-4900					

- Elementary School
- Intermediate School
- High School
- Continuation High School
- Adult School
- Administration Office
- Bus Stops
- Grids
- Parks
- Railroad
- Highways
- Ramp
- Major Roads
- Surface Streets
- District
- Covina HS
- Northview HS
- South Hills HS



## BID FORM

### **“As-Needed” Pupil Transportation Services Bid No. 21-22-104**

TO: COVINA-VALLEY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the “DISTRICT:”

Pursuant to the Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned contractor, having become familiarized with the terms of the complete contract, as described in Terms and Conditions and the Agreement, the local conditions affecting the performance of the contract and the cost of the services to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the services required, in connection with the following:

Project: **“As-Needed” Pupil Transportation Services  
Bid No: 21-22-104**

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the Purchasing Department, located at 519 East Badillo Street, Covina, California 91723.

Provide on an **“as-needed”** basis, extra-curricular field trip transportation, home to school transportation and special education transportation services for the pupils attending the schools of the DISTRICT on such days as schools are in session to and from points, along and over the routes scheduled by the DISTRICT. Rates to be for “live time and miles” only, from point of first pick-up to point of final disembarkation on each consecutive series of trips (as outlined on Exhibit A).

Bidder understands in submitting its bid that the DISTRICT has previously entered into a master agreement with a transportation provider to furnish all the pupil transportation services required of the DISTRICT, but from time to time is unable to accommodate all the DISTRICT’s demands for pupil transportation, particularly with extra-curricular field trip transportation, and on a less frequent basis, home to school and special education transportation services. **The DISTRICT makes no representation or guarantee on the frequency or minimum number of school buses which may be required on an “as-needed” basis.** Based on the past experience of the DISTRICT, as few as one (1) to as many as twenty (20) additional buses and drivers have been necessary to supplement the buses and drivers being provided by the DISTRICT’s primary pupil transportation provider.

To accommodate the potential needs of the DISTRICT, the successful bidder(s) shall be required to possess the capability of providing upon receipt of 72-hours prior written notice a minimum of one (1) to a maximum of twenty (20) buses which comply with the “Vehicle Condition/Additional Equipment” requirements listed in Exhibit D. Bidder shall list and submit with its bid (a) the inventory of buses it intends on using to meet the requirements of this bid on the “Proposed School Bus Inventory and Property Summary” form, and (b) the “Proposed School Bus Drivers” form.

**A. Traditional Schedule:**

<b>Bus Capacity</b>	<b>Daily Rate for 3.0 Hours/50 Miles</b>	<b>Rate Per Bus Hour Over 3.0</b>	<b>Rate Per Bus Mile Over 50</b>
1/6	\$ _____	\$ _____	\$ _____
16/24	\$ _____	\$ _____	\$ _____
16/24 WC	\$ _____	\$ _____	\$ _____
36/40	\$ _____	\$ _____	\$ _____
36/40 WC	\$ _____	\$ _____	\$ _____
<b>Bus Capacity</b>	<b>Daily Rate for 4.0 Hours/85 Miles</b>	<b>Rate Per Bus Hour Over 4.0</b>	<b>Rate Per Bus Mile Over 85</b>
1/6	\$ _____	\$ _____	\$ _____
16/24	\$ _____	\$ _____	\$ _____
16/24 WC	\$ _____	\$ _____	\$ _____
36/40	\$ _____	\$ _____	\$ _____
36/40 WC	\$ _____	\$ _____	\$ _____
<b>Bus Capacity</b>	<b>Daily Rate for 5.0 Hours/85Miles</b>	<b>Rate Per Bus Hour Over 5.0</b>	<b>Rate Per Bus Mile Over 85</b>
1/6	\$ _____	\$ _____	\$ _____
16/24	\$ _____	\$ _____	\$ _____
16/24 WC	\$ _____	\$ _____	\$ _____
36/40	\$ _____	\$ _____	\$ _____
36/40 WC	\$ _____	\$ _____	\$ _____

**B. Extra-Curricular Field Trips for All Schools Within the Covina-Valley Unified School District (as outlined in Exhibit B)**

<b>Bus Capacity</b>	<b>Minimum Flat Rate</b> (Indicate number of hours included)	<b>Rate per Bus Hour</b> (Additional Hours)	<b>Rate Per Bus Mile</b>
1/6	\$ _____	\$ _____	\$ _____
16/24	\$ _____	\$ _____	\$ _____
16/24 WC	\$ _____	\$ _____	\$ _____
36/40	\$ _____	\$ _____	\$ _____
36/40 WC	\$ _____	\$ _____	\$ _____
66/72	\$ _____	\$ _____	\$ _____
78+	\$ _____	\$ _____	\$ _____

As set forth in the Agreement, the rates established in the schedules included in Exhibit A attached hereto shall be subject to adjustment upward or downward based upon a twelve (12) month change in the Consumer Price Index (CPI) of Los Angeles/Riverside/Orange County area (Transportation Category) as published by the Department of Labor Statistics using the period ending May 30 of each year the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually effective July 1 of each year.

It shall be the responsibility of the successful contractor to determine prior to commencing work under the Agreement: (1) the required staffing of management, drivers and maintenance workers necessary for the proper execution of the Agreement; (2) the number and type of replacement or additional school buses needed; (3) the routing and scheduling necessary given the DISTRICT's pupil enrollment and schools located within the DISTRICT's boundaries; and (4) cost of fuel and maintenance of equipment.

1. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for a period of sixty (60) days after the Bid Deadline.
2. The following items are attached:
  - a. Bidder Questionnaire
  - b. Non-collusion Declaration
  - c. Insurance Requirement Form and Evidence of Insurance
  - d. Proposed School Bus Inventory and Property Summary
  - e. Proposed School Bus Drivers

3. It is understood and agreed that the award of the Agreement shall be evaluated and awarded consistent with the Terms and Conditions.
4. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.  
\_\_\_\_\_  
\_\_\_\_\_
5. The names of all persons interested in the foregoing bid as principals are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. In submitting this bid, the CONTRACTOR offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the CONTRACTOR for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.
7. If the CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_, and if required, \_\_\_\_\_ whose title is \_\_\_\_\_ is/are authorized to act for and bind the corporation.
8. The CONTRACTOR hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the contractor shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the CONTRACTOR's failure to comply strictly with the IRCA.
9. It is understood and agreed that, if requested by the DISTRICT, the CONTRACTOR shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President  
Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary

[Seal]

\*\*\*\*\*

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



Joint Venture

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed by: \_\_\_\_\_

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

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

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

Business Address: \_\_\_\_\_

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**QUESTIONNAIRE**

**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-104**

**To Contractor:**

The following questionnaire is a part of the bid. The Information provided herein will be used for evaluating the qualifications of the contractor to perform the work and services required pursuant to the bid. The questionnaire must be filled out accurately and completely and submitted with your bid. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any agreement executed as a result of the bid.

Where space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example I. C. 2).

**I. DESCRIPTION OF CONTRACTOR’S ORGANIZATION**

**A. FIRM**

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

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

Telephone Number: \_\_\_\_\_

**B. TYPE OF ORGANIZATION**

Corporation (List officers and positions):

_____	_____
_____	_____
_____	_____

Where Incorporated: \_\_\_\_\_ Year of Incorporation: \_\_\_\_\_

Other type of entity (please specify) \_\_\_\_\_ and list officers and positions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subsidiary (Give name and address of parent corporation.): \_\_\_\_\_

\_\_\_\_\_

**C. NATURE OF OPERATIONS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of years: \_\_\_\_\_

Number of public school districts served in the State of California: \_\_\_\_\_

2. Are you currently, or have you ever, provided extra-curricular pupil transportation services for any school district, non-public school or county superintendent of schools in this state?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Are you currently, or have you ever, provided pupil transportation services in this state for special education pupils?

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of years: \_\_\_\_\_

Number of public school districts served in the State of California for Special Education: \_\_\_\_\_

**II. INSURANCE DATA**

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker’s compensation loss ratio for the past three years?

Yes \_\_\_\_\_ No \_\_\_\_\_

**I, the undersigned, hereby certify that I am a representative of the firm named below and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Bidder Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Covina-Valley Unified School District's Governing Board awards a contract for "as-needed" pupil transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the contract between the DISTRICT and my firm.**

**Name of Firm:** \_\_\_\_\_

**Authorized Agent:** \_\_\_\_\_

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

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

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

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**“As-Needed” Pupil Transportation Services**  
**Bid No. 21-22-104**

The undersigned declares:

I am the \_\_\_\_\_ *[Title]* of \_\_\_\_\_ *[Firm]*, 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.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Information for Bidders.

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 \_\_\_\_\_, 20\_\_ *[Date]*, at \_\_\_\_\_ *[City]*, \_\_\_\_\_ *[State]*.

\_\_\_\_\_  
Name of Contractor (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE**

**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-104**

CONTRACTOR: \_\_\_\_\_

The following coverage noted on the left with an “X” is required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits **may** be accepted.

<u>CERTIFICATE/ENDORSEMENT</u>	<u>MINIMUM COMBINED LIMITS</u>
<u>  X  </u> / _____ Workers’ Compensation	Insured –Statutory <u>\$1,000,000</u> Self-Insured <u>\$1,000,000</u>
<u>  X  </u> / _____ Employer’s Liability Each Occurrence	<u>\$1,000,000</u>
<u>  X  </u> / _____ Employer’s Liability Aggregate	<u>\$2,000,000</u>
( ) Broad Form All States Endorsement	
( ) _____	
<u>  X  </u> / <u>  X  </u> Sexual Abuse or Molestation	<u>\$3,000,000</u>
( ) Broad Form All States Endorsement	
<u>  X  </u> / <u>  X  </u> Comprehensive General Liability – Minimum	<u>\$5,000,000</u>
(X) Premises and Operations	( ) Explosion Hazard
(X) Contractual Liability	( ) Collapse Hazard
(X) Independent Bidders	( ) Underground Hazard
(X) Products/Completed Operations	( ) Garage keepers Legal Liab.
(X) Broad Form Property Damage	( ) Hangar keepers Legal Liab.
(X) Personal Injury	(X) Owned Vehicles
(X) Broad Form Liability Endorsement	(X) Non-owned Vehicles
( ) Fire Legal Liability	(X) Hired Vehicles
( ) Water Craft Liability	
( ) Incidental Medical Malpractice	( ) _____
<u>  X  </u> / <u>  X  </u> Vehicle Liability (if not included in General Liability coverage checked above)	<u>\$5,000,000</u>

\*Note: General Liability is \$3,000,000 for 1 to 15 passenger vehicles.

## AGREEMENT

### “As-Needed” Pupil Transportation Services Bid No. 21-22-104

This Agreement for “As-Needed” Pupil Transportation Services (the “Agreement”), made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022, in the County of Los Angeles, State of California, by and between **COVINA-VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter called the DISTRICT, and, \_\_\_\_\_ hereinafter called the CONTRACTOR:

#### RECITALS

**WHEREAS**, the DISTRICT requires supplemental pupil transportation services on an “as-needed” basis when the DISTRICT is unable to accommodate their demands for pupil transportation, particularly with extra-curricular field trip transportation, and on a less frequent basis, home to school and special education transportation services; and

**WHEREAS**, the CONTRACTOR was selected following the completion of a competitive selection process to be placed on a panel of approved transportation service providers to perform when requested the “as-needed” pupil transportation services for the students attending the DISTRICT’s schools; and

**WHEREAS**, the CONTRACTOR warrants it is fully licensed, qualified, and willing to perform the services required by this Agreement, and the DISTRICT desires to engage the CONTRACTOR to render the services as provided herein when requested.

**NOW, THEREFORE**, in consideration of the above recitals and the terms and conditions set forth hereinafter, the DISTRICT and the Contractor agree as follows:

#### **1. Scope of Work.**

The CONTRACTOR shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

#### **“As-Needed” Pupil Transportation Services – Bid No. 21-22-104**

It is the duty of the CONTRACTOR to perform the services covered by this Agreement in exact accordance with the approved bid as submitted. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the DISTRICT, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within one (1) working day of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the contract documents.

## **2. Component Parts of the Contract Documents.**

This Agreement consists of the following contract documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- a. Notice to Contractors Calling for Bids
- b. Terms and Conditions
- c. Home-to-School Pupil Transportation Services (Exhibit "A")
- d. Extracurricular Activities Pupil Transportation Services (Exhibit "B")
- e. District Map (Exhibit "C")
- f. Bid Form
- g. Bidder Questionnaire
- h. Non-collusion Declaration
- i. Insurance Requirements and Evidence of Insurance
- j. Addenda as issued
- k. Agreement
- l. Workers' Compensation Certification
- m. Criminal Records Check Certification (Contractor Fingerprinting Requirements)
- n. Drug Free Workplace Certification

## **3. Term of Agreement.**

The "as-needed" services provided hereunder shall commence on July 1, 2022 and shall terminate on June 30, 2023 ("Initial Term"). The Initial Term may be extended upon mutual consent of DISTRICT and CONTRACTOR for an additional four (4) terms of one (1) year each commencing July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following year ("Additional Terms") in accordance with the terms agreed to by DISTRICT and CONTRACTOR at such time and consistent with the provisions contained in Education Code section 39803(a).

## **4. Contract Price.**

a. The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the contract documents, the amounts calculated at the rates set forth in the Bid Form. Payments shall be made after services are rendered and within thirty (30) days of DISTRICT's receipt of CONTRACTOR's proper and accurate invoice.

b. The rates established for the Initial Term may be subject to adjustment at the end of the Initial Term and thereafter at the expiration of each one (1) year additional term. Rate change requests shall be provided in writing to the DISTRICT by June 1st of each year. Any adjustment upward or downward of rates shall be based upon a twelve (12) month change in the Consumer Price Index (CPI) of Los Angeles/Riverside/Orange County area (Transportation Category) as published by the Department of Labor Statistics using the period ending May 30 of each year the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually effective September 1 of each year.



**5. Traditional and Summer School Year Served.**

The traditional school year will normally consist of approximately 180 school days. The traditional school year begins the middle to end of August and concludes in June. Summer school is approximately 30 school days and can begin in June and conclude in July. Modifications may occur when deemed appropriate by the DISTRICT. Any such modifications shall be communicated in writing to the CONTRACTOR.

**6. Unscheduled School Closing.**

a. The DISTRICT shall not be obligated to accept or pay for any services of the CONTRACTOR on those days when the schools of the DISTRICT are closed to insure the health or safety of the students or for any other lawful reason, or due to a strike against the DISTRICT.

b. The decision for closing a school at the start of the school day, or for early dismissal during the day, shall be made solely at the discretion of the DISTRICT's Superintendent. The CONTRACTOR agrees to provide pupil transportation services as described in this Agreement upon notice from the DISTRICT when schools are closed pursuant to this section and pupils are sent home during the day.

**7. Insurance.**

a. The CONTRACTOR shall secure and maintain, as a minimum, the insurance required in the Insurance Requirements Form and Evidence of Insurance attached to the contract documents with insurance companies acceptable to the DISTRICT to protect CONTRACTOR and any person, firm or corporation employed directly or indirectly by CONTRACTOR or in connection with the services required hereunder from claims which may arise from operations under the Agreement. CONTRACTOR shall further furnish to the DISTRICT certificates of insurance, which shall name the DISTRICT, its officers, agents and employees as additional insureds for claims arising under or related to the Agreement. All policies required to be maintained by the CONTRACTOR shall contain a provision that coverage afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the DISTRICT. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the CONTRACTOR and the DISTRICT may terminate the Agreement without waiver of any remedy it may have.

b. Certificates of insurance shall name the District as an additional insured and shall state the extent of insurance, the locations and operations to which insurance applies and the expiration date of the insurance.

**8. Workers' Compensation.**

The CONTRACTOR shall maintain Workers' Compensation Insurance under the Workers' Compensation Insurance Act, as will protect the CONTRACTOR from claims which may arise from activities of its officers, agents, or employees under this Agreement.

**9. Administrative Regulations.**

The DISTRICT, in cooperation with the CONTRACTOR, shall develop and enforce Administrative Regulations covering operational, disciplinary, and other matters affecting the pupil transportation services.

**10. Permits and Licenses.**

The CONTRACTOR, his employees and agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (i.e., random drug testing). Contractor will be required to also comply with AB319 Chapter 359 of 1989 statutes, Vehicle Code section 1808.8, to notify the Department of Motor Vehicles whenever a certified school bus, school pupil activity bus or youth bus driver is dismissed for causes related to passenger safety.

**11. Equipment Requirements.**

All buses supplied under this contract shall be approved school buses as defined by all applicable statutory and administrative codes and subject to the California School Bus Inspection Code. In addition, they must meet the continuous approval of the DISTRICT.

**12. Environmental Compliance and Indemnification.**

a. The CONTRACTOR shall comply with all applicable federal, state, and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of its facility and all buses at all times during this Agreement, including but not limited to the South Coast Air Quality Management District Rule 1195 entitled, "Clean On-Road School Buses."

b. The CONTRACTOR hereby agrees to indemnify and hold the DISTRICT harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims or liability arising out of or related to the willful or negligent acts or omissions of CONTRACTOR related to environmental quality matters affecting the CONTRACTOR's facility except to the extent that such loss is caused by the negligent or willful misconduct of the DISTRICT, its officers, employees or agents.

c. The indemnification obligation of Subsection b. above shall survive the termination or expiration of this Agreement.

**13. Monitoring Inspection**

The CONTRACTOR shall allow any authorized representative of the District or the State Department of Education to monitor CONTRACTOR personnel engaged in performance of this Agreement, including visual inspection of vehicles and/or certificates (on-the-spot at school sites). A written request for correction of unsatisfactory driving or conduct of the driver will be given to the CONTRACTOR who shall submit a written response within five (5) days of such request.

**14. Emergency Use of Equipment and Personnel.**

a. In the event of a local emergency, the CONTRACTOR shall make the fleet available to appropriate public agency officials for evacuation and/or emergency transportation purposes.

b. In the event of a local emergency, CONTRACTOR's personnel shall be designated as Disaster Service Workers and work under the direction of the DISTRICT's designated personnel or other incident commander assigned by the DISTRICT. The CONTRACTOR shall be compensated at regular rates.

**15. Contractor Covenant.**

a. "As-Needed" Services. The CONTRACTOR possesses the capability of providing upon receipt of 72-hours prior written (email or facsimile) notice buses or other appropriate vehicles.

b. No Guarantee. The CONTRACTOR understands and agrees that the DISTRICT makes no representation or guarantee on the frequency or minimum number of buses and drivers which may be required on an "as-needed" basis.

c. Safety. While performing the services and duties required hereunder, the CONTRACTOR agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the California Board of Education, the California Department of Education of the State of California, and the DISTRICT relating to the safe transportation of pupils.

d. Use of Employee Drivers Only. The CONTRACTOR covenants and agrees that all drivers which shall perform services under this Agreement shall be employees of the CONTRACTOR and shall not be performing the pupil transportation services as an independent contractor or under subcontract with another entity or individual.

**16. Failure of Contractor to Provide Satisfactory Service.**

It is agreed by the CONTRACTOR and the DISTRICT that, from the nature of services to be rendered, it is impracticable and difficult to fix actual damages to the DISTRICT through failure of the CONTRACTOR to provide the services as specified (including, but not limited to, equipment and drivers). Therefore, in the event the CONTRACTOR's performance does not conform to the requirements of this Agreement; the DISTRICT is authorized to withhold payment of amounts otherwise due under the terms of the contract as specified below, except that CONTRACTOR will not be assessed damages for delays due to weather, road construction or traffic delays beyond the control of the CONTRACTOR and payments will not be withheld without CONTRACTOR first being given written notice that the service is not satisfactory.

a. Late or Early Trips. A scheduled trip or route which is more than twenty minutes late or more than five minutes early (at any bus stop) shall be subject to an assessment of \$50.00 liquidated damages. No bus route shall be assessed more than \$100 per day pursuant to this provision.

b. Failure to Provide Written Accident/Injury Reports. An assessment of \$100 per each additional day may be made whenever CONTRACTOR fails to provide DISTRICT with written report of any accident/injury within 24 hours after the occurrence.

## **17. Hold Harmless Agreement.**

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from and against every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

a. Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT.

b. Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, except for injuries and losses arising from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT.

c. The CONTRACTOR, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability through legal counsel satisfactory to the DISTRICT, 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.

## **18. Termination.**

a. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the CONTRACTOR. Upon such termination, the DISTRICT's total obligation to the CONTRACTOR shall be limited to the payment for all services already provided by the CONTRACTOR in accordance with this Agreement prior to the effective date of the termination.

b. The DISTRICT shall have the option to terminate the Agreement as of the anniversary date of each Agreement year. The DISTRICT may exercise this option by mailing written notice to the CONTRACTOR at least thirty (30) days prior to the August 31 at which date termination will be effective.

c. This Agreement may be terminated by either party hereto should the other party breach or fail substantially to perform in accordance with the terms hereof through no fault of the

terminating party and such failure continues for thirty (30) days after notice thereof is delivered by the non-breaching party. For purposes of this subsection, the CONTRACTOR shall be deemed to be in breach of this Agreement should the CONTRACTOR: (i) refuse or fail to perform those services required under the Agreement, or to provide the DISTRICT with efficient, safe and economical pupil transportation services, or any separable part thereof, including properly trained personnel; (ii) make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency; (iii) repeatedly or persistently refuse or fail to provide personnel in quantities required to provide pupil transportation services as herein specified; (iv) persistently disregard laws, ordinances, or instructions of the DISTRICT; or (v) otherwise be guilty of a substantial violation of this Agreement.

d. In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to Subsection c. above, then the CONTRACTOR shall be paid its compensation for services performed to the date of termination but shall not be paid any termination expenses.

e. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

## **19. Dispute Resolution.**

a. Negotiation. Any claim that CONTRACTOR may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the DISTRICT within thirty (30) days from discovery of its occurrence. The failure by the CONTRACTOR to submit all such claims to the DISTRICT as required above shall constitute a waiver of all such claims. The DISTRICT and CONTRACTOR shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution. If a dispute is not resolved under the foregoing, the parties may exercise any right either may have at law or in equity.

b. Services Pending Outcome. CONTRACTOR agrees to proceed with all services ordered by the DISTRICT pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the DISTRICT agrees to pay for services ordered by it and properly rendered by the CONTRACTOR pursuant to this Agreement pending the outcome of any claim or dispute.

## **20. Availability of Funds for Subsequent Fiscal Years.**

Funds are not presently budgeted for performance under this Agreement beyond June 30 of any fiscal year. The DISTRICT shall have no liability for payment of any money for performance under any Agreement after June 30 of any fiscal year, unless and until funds are budgeted.

## **21. Independent Contractor.**

a. It is expressly understood and agreed to by the parties that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an officer, agent, or employee of the DISTRICT.

b. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of CONTRACTOR and its agents and employees at any time to determine compliance with the terms of the Agreement.

**22. Notices.**

Unless otherwise specifically provided in this Agreement, all notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and three (3) days after being deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

**To the District:** Covina-Valley Unified School District  
519 East Badillo Street  
Covina, CA 91723  
Attention: Robin Harbert  
rharbert@c-vusd.org

**To the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

**23. Force Majeure.**

The parties to the Agreement may be excused from the performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by Act of God, fire, strike, loss of transportation facilities, lockout, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

**24. Authority.**

Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

**25. Assignment.**

Neither the DISTRICT nor the CONTRACTOR shall assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the other.

**26. No Waiver.**

Except as specifically provided in this Agreement, no delay or failure on the part of either party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against either party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.

**27. Provisions Required by Law.**

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

**28. Severability.**

If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**29. Extent of Agreement.**

This Agreement, together with the remainder of the contract documents, constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by both parties. Nothing contained in this Agreement is intended to benefit any third party.

**30. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

**DISTRICT:**

Covina-Valley Unified School District

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

Name: Manuel Correa

Title: Chief Business Officer

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT**  
**WORKERS' COMPENSATION CERTIFICATION**

**“As-Needed” Pupil Transportation Services**  
**Bid No. 21-22-104**

Labor Code section 3700

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract. If contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

[Signatures follow on next page]



\_\_\_\_\_  
(Proper Name of Contractor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CRIMINAL RECORDS CHECK CERTIFICATION  
(Contractor Fingerprinting Requirements)**

**“As-Needed” Pupil Transportation Services  
Bid No. 21-22-104**

**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 2022 by and between Covina-Valley Unified School District (“District”) and \_\_\_\_\_ (“Contractor”) for the provision of pupil transportation services, Contractor hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor’s Representative

\_\_\_\_\_  
Date

## **DRUG-FREE WORKPLACE CERTIFICATION**

### **“As-Needed” Pupil Transportation Services Bid No. 21-22-104**

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

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

CONTRACTOR

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

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

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

Its: \_\_\_\_\_

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

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

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

Its: \_\_\_\_\_