



REQUEST FOR PROPOSALS
FOR THE
BONITA UNIFIED SCHOOL DISTRICT
FOR
TRANSPORTATION SERVICES

Bid No. 19-20:04

RFP DUE DATE: September 13, 2019 at 2:00 P.M.

115 W. Allen Avenue, San Dimas, CA 91773 (909) 971-8200

TABLE OF CONTENTS

DESCRIPTION	Section No.
Notice Calling for Proposals	00 01 10
Instructions for Bidders	00 11 13
RFP Proposal	00 21 13
Pre-RFP Request for Clarification	00 43 24
Statement of Qualifications	00 45 13
Non-Collusion Declaration	00 45 19
Certificate of Workers' Compensation	00 45 26
Drug-Free Certification	00 45 27
Fingerprint Certification	00 45 28
Agreement; Terms and Conditions	00 52 00

NOTICE CALLING FOR REQUEST FOR PROPOSALS

DISTRICT	BONITA UNIFIED SCHOOL DISTRICT
DESCRIPTION	RFP 19-20: 04 Transportation Services
LATEST TIME/DATE FOR SUBMISSION OF RFP PROPOSALS	2:00 P.M. Friday, September 13, 2019
LOCATION FOR SUBMISSION OF RFP PROPOSALS	BONITA UNIFIED SCHOOL DISTRICT FACILITIES DEPARTMENT 115 W. ALLEN AVENUE SAN DIMAS, CA 91773
LOCATION FOR OBTAINING RFP AND CONTRACT DOCUMENTS	RFP packets are available online through the Bonita Unified School District website: http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html

NOTICE IS HEREBY GIVEN that the BONITA UNIFIED SCHOOL DISTRICT (District), acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, sealed RFP Proposals for the Charter Bus Transportation Services.

1. Submittal of RFP Proposals. All RFP Proposals must be submitted on forms furnished by the District prior to the last time for submission of Proposals and the District's public opening and reading of Proposals.
2. Essential Requirements. See Statement of Qualifications Essential Requirements.
3. Bid and Contract Documents. The RFP and Contract Documents are available at the location stated above or may be downloaded from the District's website:
<http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>
4. Any and all Addenda issued shall be posted on the District's website no later than three (3) days prior to date scheduled for the bid opening. It is the Bidder's sole responsibility to download any and all Addenda prior to the RFP opening and to acknowledge its receipt and review of the Addenda in its Proposal. Bidder's failure to acknowledge receipt and review of the Addenda in its Proposal may render the Proposal non-responsive.
5. Documents Accompanying Proposal. Each Proposal shall be submitted with the following documents. All information or responses of a Bidder in its Proposal and other documents accompanying the Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Proposal for non-responsiveness.

Non-Collusion Declaration	Statement of Qualifications
Certificate of Workers' Compensation	Certificates of Insurance evidencing all insurance requirements
Drug-Free Certification	Copies of Current CPUC TCP Permits and Certificates
Current Copy of CHP Safety Compliance Report for each Bus Quoted	Mandatory Per Diem Expenses for Drivers – Must have a Not-to-Exceed Amount

List of All Qualified Drivers, Along with a Certificate of Compliance with all Driver Licenses and other requirements.	Current Copy of CPUC/CHP Annual Report of Drug and Alcohol Testing
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6. Pre-RFP Inquiries. Bidders may submit pre-RFP inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests no later than 4:00 p.m. on August 30, 2019. The District will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: reyes@bonita.k12.ca.us.
7. No Withdrawal of Proposals. Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Proposals.
8. Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.
9. Award of Contract. Contract(s), if awarded, will be by action of the District's Board of Education to the responsible Bidder(s) who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder.

/s/ BONITA UNIFIED SCHOOL DISTRICT

Advertisement publication dates: Friday, August 16, 2019 and Friday, August 23, 2019.

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

1. **The District.** Bonita Unified School District serves the communities of La Verne, San Dimas, and parts of Glendora, California in eastern San Gabriel Valley. Bonita offers a world-class education with programs to meet the needs of all its students. Our award-winning schools are building on a foundation of excellence. The Bonita Unified School District (BUSD) currently serves over 10,000 students in fourteen local area schools, including eight elementary schools, two middle schools, and three high schools.
2. **Scope of Work.** Bidders awarded Contracts for School Pupil Activity Bus (SPAB) Transportation will provide transportation services, as needed and requested, for: school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. **Contractors shall be able to provide bus services within seventy-two (72) hours of notification.**

The CPUC SCHOOL PUPIL TRANSPORTATION DECLARATION FORM advises:

Transporting pupils at or below the 12th grade level may require that your vehicle(s) and your driver(s) meet special licensing and certification requirements. The definitions for school and school-related activity are broad and could put your company in violation of the laws if transportation is conducted without the proper certifications. Prior to conducting any school pupil transportation, review the applicable laws and ensure that your vehicles and drivers have the necessary certifications and endorsements. If you have questions regarding the transportation requirements, please contact the California Highway Patrol who can assist you to understand the requirements of the laws.

State legislation passed in 2009 added Section 5387(c) to the Public Utilities Code effective January 1, 2010. Section 5387(c) provides that the Commission shall permanently revoke the charter-party carrier certificate or permit of a carrier which commits any of six violations named in paragraph (1) of the section. One of the violations is:

(E) Knowingly employs a bus driver who does not have a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus.

California Vehicle Code Section 545 defines a "school bus" as a "motor vehicle designed, used or maintained for the transportation of any school pupil at or below the 12th grade level to or from a public or private school or to or from public or private school activities, unless it meets one of the exceptions stated in the section."

Failure to obey California laws governing transporting school pupils may subject my charter-party operating authority to permanent revocation under Public Utilities Code Section 5387(c)(1)(E).

3. **Preparation and Submittal of Proposal.**
 - 3.1. **Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Proposals or Proposals submitted on other than the bid forms included herein are non-responsive and may be rejected. Proposals not conforming to these Instructions for Bidders and the Notice Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.
 - 3.2. **Proposal Submittal.** Proposals shall be submitted at the place designated in the Call for Bids

in sealed envelopes bearing on the outside the Bidder's name and address along with the identification of "Bid No. 19-20:04". Bidders are solely responsible for timely submission of Proposals to the District at the place designated in the Call for Bids.

- 3.3. Date and Time of Proposal Submittal. A Proposal is submitted only if the outer envelope containing the Proposal is marked with "Bid No. 19-20:04 and is received by a District representative for logging-in at (or before) the latest date and time for submittal of Proposals. The official U.S. time-clock website: <http://www.time.gov/timezone.cgi?Pacific/d/-8/java> is controlling and determinative as to the time of the Bidder's submittal of the Proposal. The foregoing notwithstanding, whether or not Proposals are opened exactly at the time fixed in the Request for Proposals, no Proposals shall be received or considered by the District after it has commenced the public opening and reading of Proposals. Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
4. Documents Accompanying Proposal; Signatures. Documents which must be submitted with each Proposal are identified in the Call for Proposals. Any document submitted with a Proposal which is not complete, accurate and executed, as required by each document, may result in the Proposal being deemed non-responsive.
5. Bidder Modifications; Withdrawal or Modification of Submitted Proposal.
 - 5.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Proposal being deemed non-responsive and rejected.
 - 5.2. Erasures; Inconsistent or Illegible Proposals. Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Proposal. Any Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Proposal as being non-responsive.
 - 5.3. Withdrawal or Modification of Submitted Proposal. A Bidder may not withdraw or modify a Proposal submitted to the District except in strict conformity to the following. Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Proposal submits a request for withdrawal or modification in writing to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Proposals. Requests for withdrawal of a Proposal after the public opening of Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.
6. Pre-Bid Questions; Contract Document Interpretation and Modifications.
 - 6.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the applicable laws ("Pre-Bid Questions"), shall submit a request for an clarification, interpretation or correction thereof using the form of Pre-Bid Request for Information form included with the Contract Documents. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the District. A copy of any such addendum will be available on the district website <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>, mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
 - 6.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction

of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

7. Bidders Interested in More Than One Proposal; Non-Collusion Declaration. No person, firm, corporation or other entity shall submit or be interested in more than one Proposal for the same work or services; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Proposal for the proposed work and services to the District. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Proposal will render the Proposal non-responsive.
8. Award of Contract.
 - 8.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.
 - 8.2. Award to Responsive Responsible Bidder. The award of the Contract or Contracts, if awarded, will be made by the District through action of its Board of Education, to the responsive responsible Bidder(s) who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder. Pursuant to Educational & Recreational Services, Inc. v. Pasadena Unified School District (1977) 65 Cal.App.3d 775, the District may consider factors other than price and use its judgment and discretion in awarding the Contract or Contracts.
 - 8.3. Responsive Proposal. A responsive Proposal shall mean a Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Proposal that does not conform to material bidding requirements, as reasonably determined by the District, is subject to rejection for non-responsiveness.
 - 8.4. Hearing re Rejected Bid/ Bid Protests. If a Bidder's Proposal is rejected by the District or a Bidder is protesting the Proposal of another Bidder, the protest shall be filed in writing with the Susan Cross Hume, the District's Assistant Superintendent, Business Services Division, 115 W. Allen Avenue, San Dimas, CA 91773, and must be actually received by the District's Assistant Superintendent, Business Services Division not more than five (5) business days after the date of the opening of Proposals. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions. The protest shall specify in detail the reasons and facts upon which the protest is based and must include all supporting documents and evidence.

Once the bid protest is received, the apparent selected Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent selected Bidder will be given an opportunity to rebut the evidence. If deemed appropriate by the District in its discretion, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

The District reserves the right to proceed to award contract(s) and commence services pending a bid protest. If there critical deadlines, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award. Failure to comply with the bid protest procedures above shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

- 8.5. Bid Ranking. The District will evaluate all responses to this RFP and rank the top responsive Proposals from responsible Bidders and award a contract to one or more Contractors. The total number of Contractors awarded contracts shall be in the District's sole discretion and the maximum number of Contractors awarded contracts shall not exceed ten. Factors that will determine the number of contracts awarded include, without limitation, the number of Proposals received, the quality of Contractors submitting Proposals, and the District's anticipated needs for transportation services pursuant to this RFP. The District will issue purchase orders for transportation services on an as-needed basis, and issued first to the top ranked Bidder (Contractor 1) awarded a contract, and if Contractor 1 is unable or unwilling to perform the work, the purchase order will be issued to the second ranked Bidder awarded a contract (Contractor 2), and if Contractor 2 is unable or unwilling to perform the work, the purchase order will be issued to the third ranked Bidder awarded a contract (Contractor 3), and this process will continue. If any Contractor is unable or willing to accept a purchase order and perform the requested work on three (3) separate occasions within a six month period of time commencing from the first rejection of a purchase order, the Contractor will lose its ranking and right of priority to be issued future purchase orders. Bidders are notified and by submitting a Proposal agrees and acknowledges that there is no guarantee or minimum amount of work that the District will provide any one Contractor awarded a contract pursuant to this RFP and that the frequency and amount of work requested by the District shall be in its sole discretion.
9. Responsible Bidder.
- 9.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and provide all required work and services will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to provide all required services; (ii) Bidder's ability to perform the work within 72 hours of notification; and (iii) Bidder's ability to provide buses that comply with the District's requirements.
- 9.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public contracts or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.
- 9.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.
- 9.4. Bidder Prior Performance. The Bidder's prior performance on prior transportation contracts, including without limitation: (i) costs; (ii) compliance with general terms and conditions and other contractual requirements, including scheduling of services, and coordination of drivers and material/equipment procurements; (iii) safety record; (iv) absences or tardiness; (v) on-time performance; (vi) complaints and grievances by awarding agency, parents, students, staff, etc.;
- 9.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past seven (7) years; (ii) adequacy and implementation of safety plans and programs; (iii) accident rates for all school buses operated by the Bidder over the last seven (7) years; (iv) age of bus fleet.
10. Department of Justice. All drivers and no employee or independent contractor to the Bidder, nor any employee or independent contractor or subcontractor shall be permitted to provide any required transportation services until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) that all required persons noted herein has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) that all required persons noted herein has submitted a Fingerprint

Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

11. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers' Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the District.
12. Non-Discriminatory Employment Practices. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work of the Contract.
13. Sexual Harassment. It is the policy of the District to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with the District's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work of the Contract.
14. Bidder's Qualifications. Each Bidder shall submit with its Proposal the form of Statement of Qualifications, which is included within the Contract Documents. All information required by Statement of Qualifications shall be completely and fully provided. Any Proposal not accompanied by the Statement of Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Proposal submitted by such Bidder as being non-responsive. If any response to the "Essential Requirements" section of the Statement of Qualifications is a "not qualified" response, the Bidder's Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the work.
15. Public Records. Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to Award the Contract pursuant to these Instructions for Bidders, all Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Proposals clearly noted as Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access

for inspection and/or copying of such Proposals, by request made to the District in conformity with the California Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability including, without limitation, attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

16. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
17. Unbalanced Bids. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a Bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A Proposal may be determined by the District to be unbalanced if the Proposal is based on prices significantly less than cost for some work or services and prices which are significantly overstated in relation to cost for other work or services, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the District even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

[End of Section]

ADDITIONAL INFORMATION/DOCUMENTATION REQUIRED TO BE SUBMITTED WITH PROPOSAL

STATEMENT OF QUALIFICATIONS

NON-COLLUSION DECLARATION

CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

DRUG-FREE WORKPLACE CERTIFICATION

FINGERPRINT CERTIFICATION

COPY OF CPUC TCP PERMITS AND CERTIFICATIONS

CURRENT COPY OF CHP SAFETY COMPLIANCE REPORT FOR EACH BUS QUOTED.

In lieu of producing the current copies of the CHP Safety Compliance Reports for each bus quoted, identify the bus license plate number, last 4 of the vehicle identification number, date of the current CHP safety Compliance Report and whether the current CHP Safety Compliance Report assigned a "satisfactory" or "unsatisfactory" rating.

CURRENT COPY OF CPUC/ CHP ANNUAL REPORT OF DRUG AND ALCOHOL TESTING

CERTIFICATES EVIDENCING INSURANCE REQUIREMENTS

MANDATORY PER DIEM EXPENSES FOR DRIVERS – MUST HAVE NOT-TO-EXCEED AMOUNTS

LIST OF ALL QUALIFIED DRIVERS, ALONG WITH A CERTIFICATION OF COMPLIANCE WITH ALL DRIVER LICENSES AND OTHER REQUIREMENTS. THE DISTRICT SHALL HAVE THE RIGHT TO INSPECT/AUDIT AS-NEEDED.

**PRE-RFP REQUEST FOR INFORMATION
BONITA UNIFIED SCHOOL DISTRICT**

TO: reyes@bonita.k12.ca.us	PHONE: FAX RECEIVED: _____ (District Use Only)
Date of Pre-RFP RFI: _____ Student Pupil Activity Bus Bid Bidder Name: _____ _____	Bidder's Contact: _____ Bidder's Contact Phone and Fax Numbers; Email Address: _____ _____ _____

Bidder's Pre-Bid Request for Information

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Date: _____

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Response By (Firm Name): _____	Signed: _____
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STATEMENT OF QUALIFICATIONS

1. Bidder Information.

1.1. Contact Information

Name	
Mailing Address	_____ Street Address _____ City, State, Zip Code
Physical Location (if different from mailing address)	_____ Street Address _____ City, State, Zip Code
Telephone/Fax	(____) _____ Telephone (____) _____ Fax

1.2. Bidder Contacts.

Name	
Contact Information	Telephone: (____) _____ Fax (____) _____ Email _____

1.3. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue
2015 (2014/2015)		
2016 (2015/2016)		
2017 (2017/2018)		

3. References. List at least three (3) references.

Owners (K-12 school districts or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____</p> <p>Policy No. _____</p> <p>Broker _____</p> <p>Policy Limits _____</p>
<p>Commercial General Liability Insurance Broker</p>	<p>(Contact Name) _____</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>
<p>Passenger Transportation/Bus Liability Insurance Broker (if separate from Commercial General Liability Insurance Broker)</p>	<p>Contact Name) _____</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>

Workers' Compensation Insurance	Insurer: _____ Policy No. _____ Broker _____
Workers' Compensation Insurance Broker	(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) _____ (_____) _____ (_____) _____ Telephone Telephone Fax _____ (Email address)

5. Type of Carrier [Check appropriate box]

- Passenger Stage Corporation (PSC)
- Charter-Party Carrier of Passengers (TCP)
- Private Carrier

6. Charter Party Carrier Authority held by Bidder: [Check appropriate box(es)]

- Class "A"
 - Chartered service
 - May operate vehicles of any seating capacity
 - May operate from any point to any point within California
 - May also conduct round-trip sightseeing (like an "S" permit) and may charge individual fares in doing so. See section below on "Round-trip Sightseeing".
 - Except for round-trip sightseeing, charges must be based on vehicle mileage, time of use, or combination.

- Class "B"
 - Chartered service
 - May operate vehicles of any seating capacity
 - May not pick up passengers more than 125 air miles from the carrier's home terminal. This mileage restriction applies only to vehicles seating 10 or fewer, including the driver.
 - Charges based on vehicle mileage, time of use, or combination

- Class "C"
 - Provide transportation services incidental to commercial balloon operations, commercial river rafting, or skiing where no additional compensation is provided for the transportation. (If you will perform transportation that is incidental to a business *other than* these three, a "Z" permit, below, is the appropriate authority.)
 - Commercial balloon operators: see exemption (m) under the "Charter-party Exemptions" section, below.
 - May operate from any point to any point within California

- "P" Carriers using only vehicles under 15-passenger seating capacity

- Chartered service
- May operate only vehicles seating fewer than 16, including the driver. If you will operate even one vehicle 16 or more, even occasionally, you may not do so with a “P” permit.
- May operate from any point to any point within California
- Charges based on vehicle mileage, time of use, or combination.

“S” Round-trip sightseeing tour service.

- This is for carriers conducting “round-trip sightseeing service.” (The tour must be directed by the operator, not the customer)
- May operate vehicles of any seating capacity
- May operate from any point to any point within California
- May charge individual fares. May also base charges on vehicle mileage, time of use, or combination. (The “A” certificate is the only other type of TCP authority that allows individual charges, only when conducting round-trip sightseeing service.)

“Z” Specialized carriers.

- These are “specialized carriers”, who do not hold themselves out to serve the general public, but only:
 - a) provide service under contract with industrial and business firms, governmental agencies, and private schools OR
 - b) transport agricultural workers to and from farms for compensation OR
 - c) conduct transportation services, which are incidental to another business. (However, note that if the transportation is incidental to either commercial balloon operations, commercial river rafting, or skiing, the appropriate authority is a “C” certificate, above.)
- May operate vehicles of any seating capacity
- May operate from any point to any point within California

7. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the work and services.

7.1. Bidder possesses a valid Charter-Party Carrier license/certificate issued by the California Public Utilities Commission.

Yes No (Not Qualified)

7.2. Bidder has no less than five (5) years in service as a Charter-Party Carrier licensed by the California Public Utilities Commission?

Yes No (Not Qualified)

7.3. Bidder has attached copies of its current Charter-Party permits and certificates.

Yes No (Not Qualified)

7.4. Bidder has a current commercial general liability insurance policy with coverage limits of at

least \$5,000,000 per occurrence.

Yes No (Not Qualified)

- 7.5. Bidder has attached Certificates of Insurance verifying its compliance with all requisite insurance requirements.

Yes No (Not Qualified)

- 7.6. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes No (Not Qualified)

Bidder is exempt from this requirement, because it has no employees

- 7.7. Bidder hires and utilizes only drivers who are licensed (and certified, if appropriate) for the type of vehicles they will be driving and checks the drivers' records with DMV for all drivers prior to their hiring.

Yes No (Not Qualified)

- 7.8. Bidder, if awarded contract, can provide services within seventy-two (72) hours or notification.

Yes No (Not Qualified)

- 7.9. Bidder's buses are equipped with operating video systems at all times.

Yes No

- 7.10. During the last ten (10) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

Yes (Not Qualified) No

- 7.11. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified) No

- 7.12. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified) No

- 7.13. Is the Bidder currently in Bankruptcy or has the Bidder filed Bankruptcy within the last ten (10) years?

Yes (Not Qualified) No

8. **Questionnaire.** If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought by a client/customer against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any Bidder’s performance pursuant to any contract for transportation services?

Yes No

If “yes,” on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against a client/customer within the past ten (10) years which arise out of or are related to the Bidder’s performance pursuant to any contract for transportation services?

Yes No

If “yes,” on a separate attachment, include the following details: (i) name of client/customer; (ii) contact name, address, phone and email address of contact person for client/customer; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.3. Provide the following information for three (3) other school districts, community college districts or educational facilities that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.4. Provide the following information for three (3) clients/customers that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement if the Bidder has not provided transportation services to other school districts, community college districts or educational facilities:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.5. At any time during the past five (5) years, has any commercial general liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. In the last five years has any commercial general liability insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.7. In the last five years has any Passenger Transportation/Bus Liability Insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.8. At any time during the past five (5) years, has any passenger transportation/bus liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and contact information for the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.9. At any time during the past five (5) years, has any client/customer made any complaints or claims against Bidder's drivers in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.10. During the past five (5) years the Bidder has been declared in default and terminated for cause under any contract to which the Bidder was a party.

Yes No

If "yes," on a separate attachment set forth: (i) the name and contact information for the party terminating Bidder's contract; (ii) the date of the termination; (iii) the grounds for the termination; (iv) whether any claim was presented in opposition to the termination; (v) the date of resolution of such claim was brought ant resolved; (vi) the method by which such was resolved if resolved; and (vii) the nature of the resolution.

- 8.11. Within the past five (5) years, has there been more than one occasion in which the Bidder was forced to cease operations due to its failure to timely renew its CPUC license/certificate?

Yes No

If "yes," on a separate attachment identify the dates of such cessation of operation commenced and terminated. Bidder may provide additional explanations, if it so desires..

- 8.12. Within the past five (5) years, has there been more than one occasion in which the Bidder was cited or penalized for failing to comply with the State and/or Federal statutes or regulations governing Bidder's buses?

Yes No

If "yes," on a separate attachment: (i) identify by name and address the federal agency issuing the citation or penalty; (ii) describe each instance of violation; (ii) identify the dollar amount of the penalty assessed, if any; (iv) describe all corrective action taken by Bidder to remedy citation or penalty.

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Proposal may be rejected by the District for non-responsiveness.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am _____

(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of _____

(Insert name of bidder)

As the party submitting a Proposal for transportation services, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. 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.

5. All statements contained in the Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted his or her Proposal 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.

7. 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 this ____ day of _____, 20__ at

(City, County and State)

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“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 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.”

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor

may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Printed or Typed Name)

FINGERPRINT CERTIFICATION

I, _____, am the _____
of (Print Name) (Title)

_____. I declare, state, and certify all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

A. The fingerprints of each person identified on Attachment A have been submitted to the California Department of Justice pursuant to Education Code §45125.1; and,

B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment A has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

3. The Contractor shall provide additional Fingerprint Certificates for each and every person who is not identified on Attachment A prior to permitting such person(s) performing any work or services.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certificate on behalf of the Contractor. All of the statements set forth above and all of the information provided in Attachment A are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Handwritten or Typed Name)

**FINGERPRINT CERTIFICATE
ATTACHMENT A**

(The California Department of Justice has issued electronic verification that each person identified below meets the requirements of California Education Code §45125.1.)

AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) is entered into _____ in the City of San Dimas, County of Los Angeles, State of California, by and between **BONITA UNIFIED SCHOOL DISTRICT**, a California Public School District hereinafter “District” and _____ (“Contractor”).

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

WHEREAS, BONITA UNIFIED SCHOOL DISTRICT (“District”) requested Proposals in accordance with Public Contract Code § 20111(a)(2) and Education Code § 39802, *et seq.*, for qualified charter bus companies to provide School Pupil Activity Buses and qualified drivers to meet the District’s school transportation needs for school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. By executing this Agreement, the Parties acknowledge that Contractor submitted a responsive Proposal, was found to be qualified charter bus company provider, and based on the District’s ranking of the top ten (10) responsive, responsible RFP respondents, may be issued individual purchase orders on an as-needed basis to fulfill the District’s student pupil activity bus requirements.

1. Contract Time. The effective period of any Agreement resulting from this BID, is anticipated to be November 1, 2019 to June 30, 2020 with a four (4) one year renewal options (commencing July 1, 2020 through June, 2023 or earlier if the District, in its sole discretion, elects not to renew.)

2. Contract Price. The Contract Price shall be set forth in the Purchase Order, together with relevant General Information regarding the chartered trip or activity and shall be based upon Contractor’s stated rates in its Proposal, or other reduced negotiated rate, if any. All Purchase Order issued pursuant to this Agreement shall be governed by the Terms and Conditions set forth herein and all other applicable provisions of the RFP document.

3. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13	Notice Calling for Bids	00 45 26	Certificate of Workers' Compensation
00 21 13	Instructions for Bidders	00 45 27	Drug-Free Workplace Certification
00 42 13	Proposal	00 45 28	Fingerprint Certification
00 43 24	Pre-Bid Inquiry Form	00 52 00	Agreement
00 45 13	Statement of Qualifications	00 52 10	Terms and Conditions
00 45 19	Non-Collusion Declaration		

4. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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

“DISTRICT”
BONITA UNIFIED SCHOOL DISTRICT

“CONTRACTOR”

By _____

By: _____

Title _____

Title: _____

TERMS AND CONDITIONS

1. **Scope of Work.** Contractor shall provide bus transportation services, as needed and requested, for: school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. The specific scope of work and services shall be set forth in a purchase order. Contractors shall be able to provide bus services within seventy-two (72) hours of notification.

2. **Purchase Orders.** The District has evaluated all responses to the RFP and has ranked the top responsive Proposals from responsible Bidders and awarded a contract to one or more Contractors. The District will issue purchase orders for transportation services on an as-needed basis, and will be issued first to the top ranked Bidder (Contractor 1) awarded a contract, and if Contractor 1 is unable or unwilling to perform the work, the purchase order will be issued to the second ranked Bidder awarded a contract (Contractor 2), and if Contractor 2 is unable or unwilling to perform the work, the purchase order will be issued to the third ranked Bidder awarded a contract (Contractor 3), and this process will continue. If any Contractor is unable or willing to accept a purchase order and perform the requested work on three (3) separate occasions within a six month period of time commencing from the first rejection of a purchase order, the Contractor will lose its ranking and right of priority to be issued future purchase orders. Contractor agrees and acknowledges that there is no guarantee or minimum amount of work that the District will provide any one Contractor awarded a contract pursuant to the RFP, and that the frequency and amount of work the District issues under purchase orders shall be in its sole discretion.

3. **General Trip Information**

Each purchase order for a given trip shall include the following General Trip Information:

Name of the school or school group requesting the service: _____
 Trip origin: _____
 Trip destination: _____
 Trip date(s) and time(s): _____
 Total number of vehicles required for the trip: _____ ()
 Total number of drivers required (if two or more): _____ ()
 Total number of passengers going on the trip: _____
 Amount of unusual equipment/luggage (e.g., band, athletic equipment) the company allows and what unusual equipment/luggage the school needs to have transported:

 Special requirements the vehicle(s) must fulfill (e.g., handicapped accessible, large equipment storage): _____
 District Contact Person (Name and all-hours telephone number): _____

 Contractor Contact Person (Name and all-hours telephone number): _____

4. **Regulations Governing Drivers.** In accordance with Education Code § 39830, the driver of a school pupil activity bus, including passenger charter-party carriers, shall be subject to the regulations adopted by the Department of the California Highway Patrol governing school bus drivers, except that the regulations shall not require drivers to duplicate training or schooling that they have otherwise received that is equivalent to that required pursuant to the regulations, and the regulations may not require drivers to take training in first aid. However, a valid certificate to drive a school pupil activity bus does not entitle the bearer to drive a school bus.

5. **Student Pupil Activity Bus (“Bus”), Defined.** For purposes of these Terms and Conditions, “Student Pupil Activity Bus” shall include privately owned and operated school bus, motor coach, charter bus or other vehicle providing transportation of pupils to and from whenever in the judgment of the District the transportation is advisable and good reasons exist therefor.

6. **Bus Registration and Inspection.** The motor coach driver must provide, at the time of the trip, the following information on each vehicle that is to be used on the trip ensure that the vehicle is properly registered and is in good mechanical condition:
- A. **Vehicle's Registration Card** to ensure that the vehicle is authorized to operate in the states that the trip will pass through. Make sure that the bus's license plate and vehicle identification numbers match the registration card. If one trip permits are required under California law for buses not registered in California, the permit must be shown at the time of the trip.
 - B. **Copy of the Vehicle's USDOT Annual Inspection Document**, either a sticker displayed on vehicle or on paper maintained in vehicle.
 - C. **Visual Inspections.** A visual and operating inspection of the assigned bus shall be performed by Charter Bus Company prior to each and every trip on which pupils are to be transported. The inspections shall be in compliance with all the provisions of the law and specifications of the Federal Commercial Motor Vehicle Safety Act of 1986.
7. **FMCSR Compliance Checklist.** Contractor shall submit a checklist that indicates compliance with the FMCSRs:
 Part 382, Controlled Substances and Alcohol Use and Testing
 Part 383, Commercial Driver's License Standards; Requirements and Penalties
 Part 387, Minimum Levels of Financial Responsibility for Motor Carriers
 Part 390, Federal Motor Carrier Safety Regulations; General
 Part 391, Qualifications of Drivers
 Part 392, Driving of Commercial Motor Vehicles
 Part 393, Parts and Accessories Necessary for Safe Operation
 Part 395, Hours of Service of Drivers
 Part 396, Inspection, Repair, and Maintenance
 Part 397, Transportation of Hazardous Materials; Driving and Parking Rules
8. **Driver's Documentation.** All drivers shall have the following documents in their possession at the time of service:
- A. **Valid commercial driver's license with a P (passenger) endorsement.**
 - B. **Driver's record of duty status (log book).** Make sure that such a log book or electronic on-board recorder is on board and that the driver's duty status for the trip to the school loading area has been recorded. The log book or electronic on-board recorder should also show the previous seven days' record of duty status for each driver involved in the contracted trip.
- The District reserves the right, at any time, to approve or reject any driver. The decision of the Operations Coordinator regarding qualifications, acceptance or rejection of any driver under this contract shall be final and conclusive.
9. **Communications with Dispatch.** All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the Contractor's dispatch office from anywhere within the Los Angeles, Orange, San Bernardino, Riverside and San Diego Counties. The Contractor shall ensure access to dispatch staff at all times when buses are in operation. For the purpose of contacting Contractor's personnel in off time situations, the vendor shall provide the District with emergency telephone numbers of officers or other agents who are authorized to make operational decisions. All drivers employed by the Contractor for services under this contract are required to report to either the Contractor's dispatcher(s) or a designated Operations Coordinator all scheduling discrepancies, student problems, and any other problems they encounter on their assigned trips.
10. **No Modification of Trips.** All drivers under this contract are required to drive trips exactly as scheduled by the District. Drivers may not alter or modify trips without prior written approval of the District (may be authorized by the field trip sponsor at the site). The Contractor shall notify the Operations Coordinator, in advance, of all buses which will be delayed from their normal schedule for any reason. Management, dispatch reporting, radio system, and driver control problems of the vendor which may impede internal communications shall in no way relieve the Contractor of their obligation to provide sufficient information and advance notification to the District.

- 11. Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2**
- 11.1 Department of Justice.** No employee or independent contractor to the Contractor, nor any employee or independent contractor to any Contractor, shall be permitted to provide pupil transportation until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification (Exhibit A) to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
- 11.2 District Required Identification.** In addition to compliance with the foregoing, if the District requires the issuance of identification badges or other means of identification, no person will be permitted to provide transportation services to the District until the District has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if the District requires that identification badges be issued and worn at all times while providing or performing transportation services; such person will not be permitted to transport District pupils until the District has issued such person an identification badge and/or such person wears her/her identification badge issued by the District. The removal of any personnel under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.
- 12. Random Drug Testing.** The vendor shall have an established program of random drug testing for all drivers in accordance with the U.S. Department of Transportation Regulation.
- 13. Non-Discrimination.** The Contractor shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 14. Sexual Harassment.** It is the policy of the District to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with the District's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
- 15. Accidents/Reporting.** Whenever any school bus accident occurs, the driver shall stop at the scene, immediately notify or cause to be notified the department, his or her employer, and the school district for which the bus may be operated under contract. (13 CCR § 1219) The District's Transportation Services office number is 909-971-8320. The District's Transportation Services after-hours phone number is 909-910-4523. The report shall be followed by a written investigation report of the accident within five (5) calendar days after the date of the accident. Assaults and injuries to students, not involving acceleration, deceleration, or movement of the bus, shall also be reported immediately in writing to the District.
- 16. Sending for Help.** In the event of an accident or emergency, a driver shall not leave the immediate vicinity of the bus to seek aid unless no pupil aboard can be sent to summon help. (13 CCR § 1219)
- 17. Complaints.** The Contractor shall respond to the District, in writing, to all complaints regarding service within five (5) District business days.

- 18. **Leaving Driver’s Compartment.** When a pupil is aboard, the driver shall not leave the driver's compartment without first stopping the engine, effectively setting the parking brake, placing the transmission in first or reverse gear or park position, and removing the ignition keys, which shall remain in the driver's possession. On vehicles with automatic transmissions which do not have a park position, the transmission shall be placed in neutral.
- 19. **Discontinued Use of Bus.** When a bus is rendered unsafe for continued operation due to accident damage or a mechanical failure, the driver shall discontinue use of the bus and notify the motor carrier of these circumstances. The driver or motor carrier shall then make the necessary arrangements to have the pupils safely transported to their destinations. (13 CCR § 1220)
- 20. **Insurance.** The Contractor shall, at all times during the this Contract, maintain Workers Compensation, Employers Liability, Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor’s Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing any services hereunder, the Contractor shall deliver Certificates of Insurance of itself evidencing the required insurance coverages. No services by the Contractor will be permitted unless the Contractor has submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

20.1 Insurance Requirements for Contractors. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverage with the following minimum coverage amounts:

Workers Compensation Insurance	In accordance with applicable law
Employers Liability Insurance	\$1,000,000.00
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage and motor vehicle liability)	\$5,000,000.00 per occurrence

- 21. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the District, the District's Board of Education and all members thereof and the District's directors, officers, employees, agents and representatives (“Indemnitees”) 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 and services 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 work or services under this Agreement, except for liability resulting from the sole negligence, willful misconduct or unlawful acts of the Indemnitees.

The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of this Section that may be brought or instituted against the Indemnitees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof. The Contractor’s obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

- 22. **Dispute Resolution; Arbitration.**
 - 22.1 **Government Code Claims.** All claims, demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the District, including a demand for arbitration, shall be deemed a “suit for money or damages” under Government Code §900, *et seq.* An express condition precedent to the Contractor’s commencement of any legal action,

including arbitration proceedings, is the Contractor's compliance with and exhaustion of remedies and procedures under Government Code §900, *et seq.*, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in herein, all claims demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the District seeking money or damages in any sum shall first be presented to the District's Board of Education and acted upon or deemed rejected by the Board of Education in accordance with Government Code §900, *et seq.* Claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related in any manner, to Government Code § 900, *et seq.*, shall not be subject to arbitration, but shall be presented to the Superior Court for the County of Los Angeles, Central District of California, for determination.

- 22.2 JAMS Arbitration.** Except for claims disputes, disputes or other matters in controversy regarding the arbitrability of an action or claims for indemnity arising out of a third party action where claimant is not subject to arbitration and has filed his/her action in the California Superior Court, any claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related to the Contract, or the interpretation, clarification or enforcement, shall be resolved by binding arbitration conducted before a retired judge in accordance with the arbitration rules of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the District. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor only if the arbitration award: (i) is supported by substantial evidence; (ii) is based on applicable legal standards in effect that the time the arbitration award is issued; and (iii) includes written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 22.3 Demand for Arbitration.** A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If either the District or the Contractor assert that the other filed a Demand for Arbitration after expiration of the applicable statute of limitations, no arbitration proceeding shall be commenced until an action is filed in the Los Angeles County Superior Court seeking an adjudication of whether or not matters raised in the Demand for Arbitration are barred by the applicable statute of limitations and a judgment or an order in such action is rendered by the Los Angeles County Superior Court.
- 22.4 Consolidation of Multiple Demands for Arbitration.** In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor.
- 22.5 Third Parties.** Other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the District or Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the arbitrator.
- 22.6 Discovery.** In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 22.7 Arbitrator's Award.** Notwithstanding Rule 24 of JAMS Comprehensive Arbitration Rules and Procedures, in accordance with California Code of Civil Procedure §1296, in any arbitration commenced hereunder, the arbitrator's award shall be supported by law and substantial evidence; the District and Contractor hereby expressly agree that a court shall, subject to California Code of Civil Procedure §1286.4, vacate the arbitrator's award if after review of the arbitrator's award it determines either that the arbitrator's award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include

written findings of fact and conclusions shall be invalid and unenforceable. Subject to the foregoing provisions, the arbitrator's award shall be final, binding and conclusive upon the District and the Contractor.

- 22.8 Costs.** The expenses and fees of the arbitration and the arbitrator shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the arbitrator may award arbitration costs, consisting of arbitration expenses and the arbitrator's fees but excluding attorneys' fees, to the prevailing party. Attorneys' fees may, however, be awarded to the prevailing party in actions for indemnity brought pursuant to Paragraph 21, above.
- 22.9 Confirmation of Arbitration Award.** The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Los Angeles County Superior Court. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 22.10 Limitation on Damages.** In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are proximately and directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District including, without limitation, damages for lost profits arising out of or in connection with any past, present, or future work.

23. Term; Termination

- 23.1 Term.** This Agreement shall be a continuing contract for the furnishing of transportation of pupils with a maximum term of five (5) years, subject to the District's annual option to renew as approved by the District's Board of Education. The Agreement, if renewed, shall include all of the terms and conditions set forth herein, including any provisions regarding increased rates based on increased costs as mutually agreed to by and between the parties as set forth in Education Code § 39803(c).
- 23.2 Termination for Cause.** If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of his insolvency, or if the Contractor or any of the subcontractors should violate any of the provisions of the Agreement, the District may serve written notice upon the Contractor of its intention to terminate the Agreement. Such notice shall contain the reasons for such intention to terminate the Agreement. The District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of ten (10) days, terminate the Agreement.

If District exercises the right of termination hereunder, the Contract Price due the Contractor as of the effective date of termination, if any, shall be based upon amounts due for services provided and completed pursuant to executed purchase orders prior the effective date of the District's termination of this Agreement, reduced by: (i) the District's prior payments of the Contract Price or purchase order; and (ii) losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement.

- 23.3 Termination for Convenience.** The District may terminate the Agreement upon fifteen (15) calendar days' written notice to the Contractor, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to continue the Agreement. In such a case, the Contractor shall have no claims against the District except for: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) of the current purchase order in effect at the time of termination for convenience/ without cause for overhead, profit and termination costs. Contractor acknowledges and agrees that the payments set forth

in this Paragraph constitute valid consideration for entry into this termination for convenience/without cause provision.

24. Miscellaneous

- 24.1 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 24.2 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 24.3 Provisions Required by the Laws Deemed Inserted.** Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 24.4 Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.