

LA MESA-SPRING VALLEY SCHOOL DISTRICT

FB 23/24-001
Alternative Student Transportation

BID OPENING:

**PROPOSALS DUE: August 28, 2023 at 2:00 PM
at the La Mesa-Spring Valley School District
Education Center**

Event	Date
Advertising Dates	08/08/2023 and 08/15/2023
Optional Informational Bidder's Meeting	08/11/2023 - 11:30am at 4750 Date Ave, La Mesa, CA 91942 - Board Room
Questions due from Proposers	08/16/2023 at 2:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	08/18/2023 by 6:00 PM POSTED ON WEBSITE
Proposals Due	08/28/2023 by 2:00 PM
Bid Opening	08/28/2023 at 2:00 PM
Announcement of Recommendation of Contract Award	08/29/2023 by 4:00 PM
Protest Deadline	09/05/2023 by 4:00 PM
District Board Meeting - Award of Contract	09/05/2023 at 6:00 PM
Term of Contract	09/05/2023 – 06/30/2024 Option to renew for two (2) one-year periods.

Alternative Student Transportation

FB 23/24-001

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, A BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR BIDS

DISTRICT: LA MESA-SPRING VALLEY SCHOOL DISTRICT
DEADLINE: August 28, 2023 at 2:00 p.m. PST
PLACE OF RECEIPT: La Mesa-Spring Valley School District
Robert Cochran - 4750 Date Ave. La Mesa, CA 91942

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley School District of San Diego 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 bid deadline, sealed bids at the place identified above for the award of a contract for **FB # 23/24-001, Alternative Student Transportation.**

An optional bidders meeting will be held on August 11, 2023 at 11:30 a.m. PST at the La Mesa Spring Valley SD Education Center: 4750 Date Ave, La Mesa, CA 91942 - Board Room.

Time is of the essence. Each bid must conform and be responsive to the bid documents. Copies of the bid documents are available on the District's Purchasing Website. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of the bids.

Any questions regarding bid documents should be directed to Monica Putzbach, Contracts Analyst, at Monica.Putzbach@lmsvsd.net, and will be added as a bid addendum on the District's purchasing website no later than August 16, 2023 by 02:00 p.m. PST.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: Robert Cochran
Director of Business Services
(619)668-5700, ext.6220
robert.cochran@lmsvschools.org

Publication Dates: August 8, 2023 and August 15, 2023.

BID OBJECTIVE

The La Mesa-Spring Valley School District (LMSVSD) is seeking bids for Alternative Student Transportation FB 23/24- 001 which will be used by the District to transport students from home to school. This is a one (1)-year contract with four (4) one (1)-year options to renew at the District's discretion. Bidders must agree that any contract awarded by LMSVSD will be contingent upon adequate funding.

Bidders must agree to furnish the specified Alternative Student Transportation categories on an as-needed basis at the unit prices quoted in accordance with actual requirements throughout the contract period. The Districts Alternative Student Transportation will be used as needed.

The Alternative Student Transportation FB 23/24- 001 is nonexclusive and the LMSVSD will determine, in its sole discretion, the types of specified Alternative Student Transportation that are best for its use and the most cost effective for LMSVSD. Bidders are advised that oral or written communications from the LMSVSD shall only be through an official addendum.

All inquiries regarding this bid must be submitted in writing to Robert Cochran, Director of Business Services, robert.cochran@lmsvschools.org, no later than August 28, 2023 by 02:00 p.m. PST.

DEFINITIONS

PICK UP	The location on each trip where students are first scheduled to board.
CONTRACTOR	A bidder to which the District awards a contract in connection with FB 23/24–001 Alternative Student Transportation
DEPARTURE	The location on each trip where students are last scheduled to disembark.
ROUTE	A documentation of a combination of runs for a given vehicle delineating all regularly assigned work produced and published by the District.
RUN	A run consists of an assignment to transport students from one point to another for the purposes of home- to-school services for a single school site. There may be times when students for another school are picked-up with students for another school site. In such situations, the run would end at the first site and a new run would begin from that site to the next. A run may also consist of transporting a student(s) from one site to another for therapy or other services required in the IEP.
ROUTE STANDARD	The amount of pay-time for each route as determined by the District.
STOP	A District authorized home-to-school transportation location used to load or unload students.
DISTRICT REPRESENTATIVE	District’s Deputy Superintendent of Business Services or his/her designee.
SEAT BELT CUTTER	A special device that may be used in an emergency to rapidly cut through the seat belts used on vehicles in conjunction with child restraint systems.

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REGULAR SERVICE A service provided under this contract that is regularly scheduled

SHUTTLE (as part of Home-to-school services)

A trip other than home-to-school services, designated on a student's Individualized Educational Program (IEP). This would include, but not be limited to, transporting a student to therapy or a work program.

UNSCHEDULED SERVICE

Service performed under this contract that is not scheduled on the route; but is paid according to the applicable pricing form.

CHILD SAFETY RESTRAINT SYSTEMS (CSRS)

Any device designed to restrain, seat, or position children who are less than 4' 9" or less than 8 years old which meets or exceeds the requirements of Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213.

INFORMATION FOR BIDDERS

**WARNING:
READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE
SAME AS OTHER SIMILAR
DOCUMENTS YOU MAY HAVE SEEN,
EVEN IF FROM THE SAME DISTRICT.**

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form and Bid Form Pricing Sheet, and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the La Mesa Spring Valley School District, and must be received on or before the bid deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left-hand corner with a bidder's name, the bid number and the date and time for the opening of bids. **It is a bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to a bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. **Any and all questions regarding this bid must be submitted in writing to MonicaPutzbach, Contracts Analyst, before August 16, 2023 by 02:00 p.m. PST. Answers to these questions and any other related addenda will be posted on the District's website.**

3. Bid Pricing. Bid each line item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct.

4. Signature. Any signature required on bid documents must be signed in the name of a bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that a bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to

the joint venture or partnership. If the bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

7. Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the district sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of a bid shall be incontrovertible evidence that a bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by a bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, or has any questions related to the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District before bid deadline. No requests shall be considered after this time. A bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, e-mailed or faxed to each bidder attending the Mandatory Bidder's Meeting. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT A BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH BID

DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S EXPECTATIONS.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The District intends to award a contract to one Contractor based on the pricing submitted by bidders on the Bid Form, and the demonstrated ability of the contractors to be able to sufficiently support the Districts Student Transportation program. The award of the contract, if made by the District, will be by the grand total listed in the Bid Form. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code section 20117. In accordance with Education Code 39802, the District governing board may award a contract for the service to other than the lowest bidder.

Selection Process. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. Each submittal will be scored by an evaluation committee. The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this FB, including any supporting materials. The awarding of the contract(s), if at all, is at the sole discretion of the District. District reserves the right to reject any or all submittals and to negotiate contract terms with one or more Proposers for one or more items. The District reserves the right to award all, part, or none of the work described in this FB. The District reserves the right to contract with any entity responding to this FB for all or any portion of the project described herein, to reject any proposal as non-responsive, and/or not to contract with any Proposer for the Equipment described herein. The District makes no representation that participation in the FB process will lead to an award of contract or any consideration whatsoever.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The District may disqualify any vendor for any reason without explanation.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - Information provided by the Proposer in their response;
 - Information provided by the Proposer in response to District clarification questions;
 - Information from reference checks;
 - Experience and performance history of the firm with similar services and equipment;
 - On-time delivery track record;
 - Value of services under proposed fees; and
 - Overall responsiveness of the proposal.

The quality of the response(s) will be evaluated using the following criteria:

- a. Completeness

- b. Thoroughness
- c. Accuracy
- d. Compliance with proposal instructions
- e. Organization and conciseness of descriptive text material The proposals will be rated as follows:

- a. (30%) Pricing of Eligible Equipment, Warranties, and Maintenance
- b. (15%) Compliance of Vendor-Supplied Special Equipment to Meet Students Needs
- c. (15%) Ability to Assign a Regular and Consistent Driver to Each Route
- d. (10%) Quality of Service (or Needed Equipment to Perform Service) or Proposed Equivalent
- e. (10%) Prior Experience Working with District for like Products and/or Services
- f. (10%) Evaluation of Staff Trainings
- f. (10%) References

The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a Proposer to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

12. Protest. Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days of the Public Bid Opening. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Business Services. Only bidders who have submitted a responsive bid in accordance with the conditions of Bid 23/24-001 may have the right to protest the award. A responsive bidder electing to submit a protest must include specific and detailed information related to their protest. Such bidders will not have another opportunity to protest the award of the contract outside of the provisions outlined in this section.

13. Agreement. The form of agreement, which the successful bidder will be required to execute, is included in the bid documents and should be carefully examined by a bidder. The agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Non-Collusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, Special Conditions, all insurance requirements, specifications, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary to properly operate a student home to school transportation program.

14. Competency of Bidders. Consideration will be given not only to the financial standing but also to the general competency of a bidder for the performance of the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider a bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect a bidder's performance of the contract. The District may also consider

the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of a bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. In accordance with Education Code 39802, the District governing board may award a contract for the service to other than the lowest bidder.

15. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements be completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

16. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors of such bidder.

17. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement and provide the required insurance as set forth in the Agreement.

18. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition may cause a bid to be rejected as nonresponsive.

19. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. A bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

20. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Non-Collusion Declaration.

21. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco,

anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property, on the vehicle, and at vehicle stops. Bidder understands and agrees that should any employee or subcontractor of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

22. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

23. Tuberculosis Examination. The successful bidder shall ensure that a proper tuberculosis (TB) certificate of clearance is complete for all personnel servicing the District as defined in Education Code Section 49406.1 (a).

24. References. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of services to another large school district or public agency at the similar size and scope as La Mesa-Spring Valley School District. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating a bidder's bid.

25. Failure to Provide Service. It is agreed by Bidder and District that, from the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District from the failure of Contractor to provide any of the services as specified herein, and, therefore, the District shall assess fixed sums as liquidated damages as follows:

- a. Failure to Notify District or its designee of a Late pickup. Contractor will be subject to an assessment of 25% of the total route rate for that specific pickup for every trip that is more than ten (10) minutes late.

The payment of damages under this section does not preclude the District from taking additional actions to remedy unsatisfactory service, up to and including termination of the contract in accordance with Section 20 of the Agreement.

26. Reporting Requirements. Contractor shall notify the designated District Administrator immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident. Failure to provide this information may result in assessment of liquidated damages of two hundred (\$200.00) dollars per incident.

27. COVID-19. Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to staff and student safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure its staff is trained and knowledgeable of all of these requirements to ensure full compliance. The contractor is responsible for providing all training, materials, and supplies to its staff at its sole expense. During the COVID-19 Pandemic, the capacity of each vehicle may change based on applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to staff and student safety.

28. Exceptions to Bid and Contract Documents. Any exceptions to Bid # 23-24-001 - Alternative Student Transportation must be submitted in accordance with Section 9 of the Information for Bidders.

BID FORM

Name of Bidder: _____

To: La Mesa-Spring Valley School District, acting by and through the Governing Board, herein called the "District."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Non Collusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Conditions and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid 23-24-001: Alternative Student Transportation

all in strict conformity with the Bid Documents, including Addenda Number 1 on file at the office of the District pursuant to the sums as set forth on the **Bid Form Pricing Sheet** attached hereto and incorporated herein. The Bid Form Pricing Sheet contains a list of Alternative Student Transportation. Responders must submit cost per each item listed in the quantities specified.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to a bidder, a bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) calendar days of the notice of award of the contract, or as otherwise requested in writing by the District.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to a bidder as stated in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. In submitting this bid, a bidder offers and agrees that if the bid is accepted, it will assign to the 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 purchases of goods, materials, or services by a bidder 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 under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

7. A bidder 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 a bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of a bidder's failure to comply strictly with the IRCA.

8. It is understood and agreed that if requested by the District, a bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

9. It is understood and agreed by a bidder that time is of the essence.

10. The required Non-Collusion Declaration is attached as required by Public Contract Code section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render a bidder automatically nonresponsive.

11. Failure to complete the Bid Form and the Bid Form Pricing Sheet in its entirety will render a bidder nonresponsive.

12. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide similar products as required under Section 24, Information for Bidders.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

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 _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

¹ 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.

BID FORM PRICING SHEET

Line Item	Vehicle Type	Origination/Dispatch Charge	Cost per Mile	Route**	Total Cost*** (Origination charge*Cost per Mile*5-miles)
1.	Four Door Vehicle	\$	\$	5-Miles One Way	\$
2.	Vans	\$	\$	5-Miles One Way	\$

GRAND TOTAL _____ **Dollars (\$ _____)**

Narrative Responses: Please respond to the following questions on a separate sheet of paper with any information your wish to provide concerning your company’s ability to render services, as stated. Attach that written response to the rest of the bid documents.

1. Many of the students to be transported will be children with special needs and may require equipment to be furnished during the transportation process like straps, harnesses and other special equipment. As stated in this bid, the vendor is required to supply all such special equipment. Please provide any information you feel would be beneficial for the district to know concerning your company’s ability to do this.
2. All students benefit from consistency and regularity and, as stated in this bid, the district expects the vendor to assign regular and consistent drivers to each route. Please provide any information you feel would be beneficial for the district to know concerning your company’s ability to do this.
3. The district expects the vendor to provide a high quality of service and functional, safe vehicular equipment with which to support. Please provide any information you feel would be beneficial for the district to know concerning your company’s ability to do this.
4. The provision of training by the vendor to the vendor’s staff is an important component of a smooth and successful transportation experience for students. Please provide any information you feel would be beneficial for the district to know concerning your company’s ability to do this.

****The estimated number of routes are not guaranteed. The District reserves the right to increase or decrease the number of routes at any time. The information will be used for purposes of evaluation only.**

**** The estimates listed in the fifth column are for evaluation purposes only and will be used to determine the lowest bidder.**

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

The undersigned declares:

I am the

_____ (Title)

of _____ (Name of Company)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from proposing. 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 purposes

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this

_____ day of _____

City of _____ State of _____.

Signed: _____

Title: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

TOBACCO-FREE WORKPLACE CERTIFICATION

FB: 23/24-001

Bid Name: Alternative Student Transportation

Company Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly-authorized representative of the Company and, in that capacity, has executed this certification on behalf of the Company.

(ii) The Company shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the District site, including, without limitation, any delivery personnel:

All properties and facilities operated by the La Mesa-Spring Valley School District are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Company shall require each person (including without limitation, any employee of the Company) found in violation of these requirements to permanently leave the District property and the Company shall not thereafter permit such person to be present, on or at the District.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

ALTERNATIVE STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2023, by and between the La Mesa-Spring Valley School District hereinafter called "DISTRICT" and _____ hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, DISTRICT has selected CONTRACTOR to provide alternative pupil transportation services described herein; and

WHEREAS, CONTRACTOR desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this Agreement shall commence **July 1, 2023** and shall continue through, June 30, 2024. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing July 1 during the term of this Agreement. This Agreement may be extended for four (4) additional ONE (1) year periods upon such terms as the parties may agree in writing.

2. SCOPE OF SERVICES REQUIRED

CONTRACTOR shall, during the term of this Agreement, supply and maintain such number of non school bus vehicles and personnel as are required to fulfill DISTRICT's needs for "Alternative Student Transportation" as defined below and as provided in the documentation supplied and agreed upon as part of the submission of Bid 23/24-001 – Alternative Student Transportation.

" Alternative Student Transportation " shall mean the safe and convenient transportation of any and all pupils who are designated by DISTRICT to be transported between school and a point reasonably close to the pupils' homes. Such transportation shall be provided for each and every day that school is convened and in accordance with vehicle routes and schedules submitted by CONTRACTOR to DISTRICT and approved by DISTRICT.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates set forth in in the Bid Form attached hereto and made a part hereof, as may be adjusted from time to time as provided herein. Not later than the 10 working days after the end of each month during the term of this Agreement, CONTRACTOR will submit to DISTRICT a statement of its services rendered during the preceding month. After verification of the statement, DISTRICT shall pay the amount due to CONTRACTOR on or before the 30th day of the month in which the statement has been submitted.

DISTRICT and CONTRACTOR recognize that certain of CONTRACTOR's costs are subject to change during the term of this Agreement. Therefore, on **July 1, 2023**, and on July 1 of each

Contract Year thereafter, the rate(s) of compensation payable hereunder during the ensuing Contract Year shall be the result of the following calculation:

The rate(s) of compensation shall be adjusted, either up or down, by the change in the CPI over the one-year period as of Immediately preceding the month of April, or three percent (3%) whichever is lower.

For purposes of this agreement, "CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Wage Earners and Clerical Workers, U.S. Cities (1982-84=100), "All Items."

In the event, DISTRICT's transportation needs materially change during the term of this Agreement, including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation payable hereunder shall be renegotiated.

The DISTRICT will only pay for transportation needs at the rates specified in the Agreement. All other obligations under the Agreement are to be performed at the Contractors sole cost and expense.

4. ROUTES AND SCHEDULES

DISTRICT or its AGENT shall be responsible for planning all routes, stops and schedules. DISTRICT will furnish CONTRACTOR a complete route map and copies of all routes and corresponding Left/Rights, including a route standard, on or before the first day of August preceding each Contract Year. CONTRACTOR shall work with DISTRICT's designee in planning the routes and otherwise performing this Agreement. All route standards shall be computed using the latest version of VersaTrans. The base Driving Speeds used shall be as follows:

- Interstate Highways – 55 MPH
- Limited-Access Highways – 55 MPH
- Other Highways – 50 MPH
- Arterial Roads – 30 MPH
- Streets – 25 MPH

DISTRICT reserves the right to establish the routes, stops, and schedules to be followed and to make changes therein from time to time. DISTRICT shall notify CONTRACTOR whenever changes are necessary in routes, stops, and schedules and CONTRACTOR shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from DISTRICT.

6. RECORDS AND REPORTS

CONTRACTOR shall provide those reports and records, which may be reasonably requested by DISTRICT and necessary for proper payment for or evaluation of CONTRACTOR's performance hereunder. All such records shall be open to inspection by DISTRICT or its representative during regular business hours in CONTRACTOR's office. CONTRACTOR shall keep all records for a period of at least five (5) years.

7. INDEMNIFICATION

CONTRACTOR shall hold DISTRICT, its governing board, officers and employees harmless and does hereby indemnify DISTRICT, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of CONTRACTOR in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its agents or employees.

To the extent permitted by law, DISTRICT shall hold CONTRACTOR, its officers, employees, agents, successors and assigns harmless and does hereby indemnify CONTRACTOR, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act of neglect, default or omission of DISTRICT, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.

8. INSURANCE

CONTRACTOR shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting DISTRICT, its board, officers, employees and agents, and CONTRACTOR, its drivers and other personnel. CONTRACTOR shall, so long as available at reasonable prices from standard markets in the property and casualty insurance industry, provide the following insurance policies;

- General Liability \$5,000,000 Per Occurrence / \$10,000,000 Aggregate
- Automobile Liability: \$5,000,000
- Worker's Compensation/ Employer' Liability Statutory: \$1,000,000
- Sextual Abuse or Molestation: \$2,500,000 per Occurrence/ \$5,000,000 Aggregate.

To the extent permitted by law, the CONTRACTOR'S insurance policies under this Agreement shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the DISTRICT, the District Board or individual members thereof, or the DISTRICT's other officers, employees, or agents. CONTRACTOR agrees to provide DISTRICT a certificate of insurance evidencing such coverage, designating DISTRICT as an additional insured and a thirty (30) day written notice of cancellation or reduction in coverage. The CONTRACTOR will name the DISTRICT and its governing board, officers, agents and employees as additional insured under said policy.

Workers' compensation insurance shall be maintained as required by law, or contractor shall undertake self-insurance in accordance with applicable state law, as will protect the contractor from claims, which may arise from its operation under the contract. All insurance policies shall provide that no coverage shall be canceled except by ten (10) days written notice to CONTRACTOR and DISTRICT with evidence of Worker's Compensation coverage in the amount required by law.

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and

subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the DISTRICT.

9. PERFORMANCE SECURITY

CONTRACTOR shall furnish DISTRICT with a Contract Performance Bond in an amount of \$75,000 to guarantee the faithful performance of CONTRACTOR's duties under this Agreement. Such performance security may be in the form of a performance bond or other security acceptable to DISTRICT and CONTRACTOR.

10. FORCE MAJEURE

In the event CONTRACTOR is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond CONTRACTOR's control, DISTRICT shall excuse CONTRACTOR from performance under this Agreement.

11. INCLEMENT WEATHER/SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, DISTRICT shall notify CONTRACTOR not later than 6:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal or the cancellation of Alternative Student Transportation.

12. SAFETY PROGRAM

CONTRACTOR shall be responsible for implementing and maintaining a comprehensive pupil transportation safety program. CONTRACTOR shall ensure all drivers are Passenger Assistance, Safety And Sensitivity (PASS) certified under the Community Transportation Association of America (CTAA) program. A summary of the safety program and proof of each drivers PASS certification shall be provided for review by DISTRICT upon request.

13. MANAGEMENT PERSONNEL

CONTRACTOR shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be CONTRACTOR's liaison to DISTRICT. CONTRACTOR shall inform DISTRICT of the name(s), address(s), and emergency contact information of such management personnel. A manager shall be on duty at all times a vehicles is being used in the performance of this contract.

14. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

CONTRACTOR shall employ a sufficient number of drivers and support personnel to assure DISTRICT of continuous and reliable service.

The CONTRACTOR shall, for the protection of pupils, take reasonable steps to ensure its drivers and other persons who have contact with the pupils and their families are of stable personality and high moral character. The CONTRACTOR shall assure that all the CONTRACTOR's personnel meet these qualifications. The CONTRACTOR will not allow any person to drive a vehicle whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall CONTRACTOR allow any person to drive a vehicle who is not in a condition of mental and emotional stability. The CONTRACTOR shall comply with Section 45125.1 of the Education Code of California.

CONTRACTOR shall affirmatively prohibit its drivers who smoke on the vehicle or drink any intoxicating beverage or be under the influence of alcohol or drugs, prescription and non-prescription drugs, which impair the safe operation of the vehicle, while operating any vehicle.

In accordance with the gang intervention program, certain items of clothing and accessories may be determined to be gang affiliated, and therefore, not permitted at school sites. Drivers must also adhere to this policy. It is therefore suggested that drivers avoid wearing items with specific sport team or identified logos other than school or contractor related items.

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder; provided, however, that DISTRICT shall have the right to require CONTRACTOR to remove from service under this Agreement any employee who, in DISTRICT's sole discretion, is deemed unsuitable for the performance of transportation services for DISTRICT; and provided further that DISTRICT shall make such request in writing and state the reasons therefor.

CONTRACTOR shall provide qualified drivers, trained and licensed in accordance with the laws of the State of California and the rules and regulations of DISTRICT.

Accordingly, CONTRACTOR agrees that each driver shall:

- (a) Possess a valid commercial license or permit issued by the State of California and a Special Driver's Certificate authorizing such person to operate a vehicle.
- (b) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a vehicle. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.
- (c) Successfully complete a course of training, including instruction in vehicle safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, applicable DISTRICT policies and regulations and behind-the-wheel vehicle driving instruction.
- (d) Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available, and as required, by law.

(e) In addition to federal and state regulations, a drug and alcohol screen will be required of vehicle drivers subsequent to any accident where there has been an injury and/or an involved vehicle has needed to be towed away that involves the van driver. The screens must be performed by a reputable clinic and the results kept on file throughout the duration of the employment with the CONTRACTOR and shall be subject to inspection by the DISTRICT. The cost of the screen shall be the responsibility of the CONTRACTOR. Drivers who test positive for drugs or alcohol will not be eligible to work under this contract.

Prior to employment and from time to time thereafter, to the extent permitted by law, all safety-sensitive personnel shall undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol misuse. Negative findings for such tests shall be a condition of employment.

(f) Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.

(g) Enforce a uniform policy for all drivers and aides.

(h) Meet any other criteria required by law or by DISTRICT's policies, rules or regulations.

CONTRACTOR shall hold each driver responsible for:

(a) Supervising the loading and unloading of his or her vehicle at every pick-up and delivery point.

(b) Keeping informed of all rules and regulations affecting the operation of vehicles and standards of conduct.

(c) Complying with all federal, state and local traffic laws while operating vehicles under this Agreement.

(d) Carrying appropriate identification at all times while on duty.

(e) Carrying a timepiece while on duty so that the driver can maintain established schedule times.

15. EQUIPMENT

All vehicles supplied by CONTRACTOR in performance of this Agreement shall meet or exceed the standards established by the laws and regulations of the State of California. CONTRACTOR shall maintain all vehicles used to provide transportation services under this Agreement in accordance with all laws and accepted industry maintenance standards.

Non-school bus supplied by the CONTRACTOR shall be no older than:

Four Door Vehicles - Ten (10) model years.

Vans- Ten (10) model years.

Unless CONTRACTOR receives written approval by DISTRICT.

CONTRACTOR shall provide vehicles and drivers in sufficient number to efficiently transport all pupils for whom DISTRICT orders services, including a ten percent ratio of spare vehicles to ensure continuous service without interruption.

16. PUPIL DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with DISTRICT. CONTRACTOR's drivers are responsible only for such discipline as is required to safely and properly operate CONTRACTOR's vehicles. Each driver shall handle all disciplinary matters in strict accordance with DISTRICT policy. In no case will a driver eject a pupil from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of the pupil, other pupils, the driver, and then only after radio notice to CONTRACTOR's terminal and to the pupil's building principal. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between DISTRICT and CONTRACTOR. Vandalism damages to CONTRACTOR's equipment or facilities shall be the responsibility of CONTRACTOR. However, DISTRICT shall give CONTRACTOR reasonable assistance in obtaining restitution for damaged equipment or facilities. CONTRACTOR may, upon concurrence by DISTRICT, refuse to provide a pupil with transportation services until vandalism damage caused by such pupil are paid in full.

17. STUDENT DATA AND PRIVACY

In providing services the CONTRACTOR may have access to Personal Identifiable Information (PII) from students Individualized Education Program (IEP), students, parents, or other means. The CONTRACTOR must protect such information and other data as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Childrens Online Privacy Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Education Code 49073.1.

18. FACILITIES

CONTRACTOR shall store, dispatch and maintain the equipment to be utilized hereunder and shall maintain an office from which to manage its operations hereunder at facilities located within or in convenient proximity to DISTRICT.

19. ASSIGNMENT

The services contemplated under this Agreement are deemed to be in the nature of personal services. This Agreement shall not be assigned by CONTRACTOR without prior consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

20. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the

cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

The DISTRICT reserves the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the CONTRACTOR for services rendered prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.

CONTRACTOR agrees that services rendered under this agreement are contingent on adequate funding.

21. SURVIVAL

The Parties respective obligations as set forth in Sections 3, COMPENSATION; 8, INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

22. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide transportation services only. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

23. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California. All references in this contract to the "State" shall mean the State of California.

24. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

25. EXTENSION AND MODIFICATION

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part, as circumstances may justify by written agreement executed by the duly authorized representatives of the parties.

26. NOTICES TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to DISTRICT shall be addressed to:

La Mesa-Spring Valley School District
Attn: Chief Business Official – Administrative Services
4750 Date Avenue
La Mesa, CA 91942

Notices to CONTRACTOR shall be addressed to:

Either DISTRICT or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

27. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement.

The complete Agreement consists of all Documents associated with FB 23/24-001 Alternative Student Transportation including, but not limited to, the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Non-collusion Declaration, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, Special Conditions, all insurance requirements, specifications, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

(Signatures to begin on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first herein above written.

[CONTRACTOR]

La Mesa-Spring Valley School District

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

**NON-COLLUSION DECLARATION CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**
(To be executed by Bidder and submitted with bid)

Labor Code section 3700 in relevant part provides:

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

(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, 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 employees.

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

_____ (Name)

_____ (Title)

_____ (Company)

(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

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the La Mesa-Spring Valley School District (hereinafter referred to as the "District") and

(hereinafter referred to as the "BIDDER")

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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, and the Bidder 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 their 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: The dangers of drug abuse in the workplace;
The person's or organization's policy of maintaining a drug-free workplace;
The availability of drug counseling, rehabilitation and employee-assistance programs; and
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 substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

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.

Company Name: _____

Name (typed/printed): _____

Title: _____

Signature: _____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

NOTICE REGARDING CRIMINAL RECORDS CHECK

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK

To the Governing Board of La Mesa-Spring Valley School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.
4. A photo and list of names, their sex, height, weight, eye color, and hair color of all drivers, aides, and employees servicing the District is attached to this certification. The Contractor will notify the District immediately of changes to drivers servicing the District.

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

Executed at _____, California on _____

Date

Signature

Typed or printed name

Title

Address

Telephone

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the **La Mesa-Spring Valley School District** (hereinafter designated as “Public Entity”), by action taken or a resolution passed , 20 , has awarded to , hereinafter designated as the "Principal," a contract for the work described as follows:

BID NUMBER FB #23/24-001

Alternative Student Transportation

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and, as _____ Surety, are held and firmly bound unto (Surety Name)

the Public Entity in the penal sum of Dollars (\$) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

In the event a suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such a suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20.

PRINCIPAL _____

By: _____

[Attach required acknowledgments]

SURETY _____

By: _____

Attorney-in-Fact

GENERAL CONDITIONS

1. PURPOSE. The purpose of this bid is to purchase Alternative Student Transportation (as needed) for various sites in the La Mesa-Spring Valley School District. The District reserves the right to add or delete routes at its discretion at any time throughout the term of the Agreement.
2. NO MAXIMUM OR MINIMUM QUANTITIES. The District does not guarantee that a minimum or maximum amount of our routes will be requested. District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by a bidder.
3. TERM OF AGREEMENT. The term of the Agreement is one (1) year. The Agreement may be extended upon mutual written consent of District and successful bidder for an additional four (4) one-year periods.
4. District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. Therefore, on July 1, 2023, and on July 1 of each Contract Year thereafter, the rate(s) of compensation payable hereunder during the ensuing Contract Year shall be the result of the following calculation:

The rate(s) of compensation payable during the expiring Contract Year shall be multiplied by a fraction, the numerator of which shall be the CPI for April of the expiring Contract Year and denominator of which shall be the CPI for the April immediately preceding the commencement of the expiring Contract Year.

The maximum term of the Agreement is five (5) years.

5. INVOICES.
 - a) All invoices are to be mailed to the District in weekly batches only, attention Accounts Payable. Successful bidder may also be required to submit invoices via electronic transmission, i.e., email.
 - b) Statements are to be mailed or emailed to the District on a monthly basis only, attention Accounts Payable.
 - c) All invoices are to include the following:
 - i. Invoice number and date
 - ii. Purchase Order Number
 - iii. Contractor Order Number
 - iv. Date of Service Request
 - v. Routes Serviced
 - vi. Total invoice amount
 - d) Under no circumstances shall the District be liable for late fees/interest charges.
6. PAYMENTS. Unless otherwise specified in writing, Payments for services must be submitted each month. The District shall make payments within thirty(30) days after receipt of an undisputed invoice. All payments are subject to review by the Districts Transportation Department.
7. DISPUTES. In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue the work diligently. If the dispute is not resolved, successful bidder agrees it will neither rescind the Agreement nor stop providing services, but successful bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Diego County, having competent jurisdiction of the dispute.

8. NO WAIVER. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

9. NO ASSIGNMENT. The successful bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If a bidder shall assign, transfer, convey, subcontract, or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, subcontract, or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to a bidder, and to its purported assignee or transferee.

10. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

11. GOVERNING LAW. The laws of the State of California and the County of Orange shall govern all aspects of the bid.

SPECIAL CONDITIONS

1. Regular and special education services shall be provided by means of non-school bus vehicles suitable for safely transporting pupils to and from their destinations. All home-to-school transportation will be provided according to route design specifications as established by the District or its designee.

2. The District reserves the right to either increase or decrease the fleet requirements as needed. The Contractor will be paid for these services at the hourly overtime rate specified in their bid for any hours in excess of the contract minimum.

3. Consistent with Education Code (EC) 39802 the District's governing board may award a contract for the service to other than the lowest bidder.

4. SPECIAL EQUIPMENT REQUIREMENTS

a. Contractor shall equip all Special Needs and other vehicles as necessary to accomplish services covered under this contract, in accordance with all applicable laws and regulations, at Contractor's own expense, with the following special equipment:

- Seat restraints and other pupil restraining support systems deemed necessary by District or required by law for securement of pupils in the seats of the vehicle.
- Securement (anchorage) for crutches, braces, walkers, and other orthopedic devices in possession of pupil passengers.
- Seat restraints and other anchorages to secure pupil passengers with car seats, travel chairs, orthokinetic seats, and/or other portable chairs
- Wheelchair stations, wheelchair securement anchorages with four (4)-point floor mounted tie downs for all types of wheelchairs, as required by law.
- Safety vests or harnesses and required attachments/securing devices as required by the IEP team.

b. All vehicles used to transport Special Education, Headstart and Pre-school students are preferred to be equipped with Global Positioning System (GPS), and a computerized tracking system capable of providing "real-time" data regarding the location and status of each vehicle. The GPS system shall be made accessible to the District for the purpose of verifying and reporting on arrival and departure times for vehicles at any designated stops.

c. All vehicles used to transport Special Education, Headstart and Pre-school students shall be equipped with a digital video surveillance system that must have visibility of both the front and rear seating areas of the vehicles at all times. The contractor shall retain ownership of the video monitoring equipment and will be responsible for supplying all recorded video, repair and replacement of the equipment. In addition, the contractor and District will develop and update as necessary guidelines and procedures for handling, reviewing and disclosure of videos and the information they may contain. All video will be stored and

maintained for a period of fourteen (14) days. District will be provided at-will access. The vehicles will have a camera in operation at all times.

- d. If awarded a contract by the District, it is requested that the contractor provide a plan for the implementation of an APP based or web-based student and vehicle tracking system that allows for staff and parents to easily locate their students vehicle, current location and arrival/departure ETA.
- e. All of the Contractor's vehicles used under this contract must be approved annually for use on District assignments by the District representative. Annual inspection and re- inspection to assure corrected deficiencies shall occur between June 15 and July 31 immediately preceding the new traditional school year. Unannounced inspections may occur and approval of any vehicle may be rescinded at any time during the contract.
- f. Upon discovery of noncompliance with any requirement under this contract, the vehicle may not be used under this contract on any subsequent route until the District Representative grants approval. Re-inspection must be scheduled by appointment during normal business hours. The determinations of the District shall be final regarding approval records. The exchange or replacement of vehicles requires inspection and District approval prior to being placed into service.

5. OPERATIONAL REQUIREMENTS

- a. Contractor will ensure that all drivers assigned to any route or shuttle requiring the securement of students, have no physical, medical or other conditions that may affect their ability to lift, bend, or twist, or that may otherwise restrict their physical mobility.
- b. The District has established grooming and dress standards for their employees and as a contractor for the District, employees of the contractor will be held to the same standard as District employees. While the District respects an employee's decision to have body piercings or body art/tattoos, if said items are deemed inappropriate, offensive or not in good taste by District management, contractors' employees will be required to cover them during the course of their duties for the District.
- c. Contractor shall contact the affected school and District Transportation Office to advise of any schedule that is running five (5) minutes or more behind schedule. As part of this requirement, Contractor drivers shall notify their dispatch office whenever they become five (5) minutes or more behind schedule.
- d. No pupil shall be denied transportation to school without the prior written consent of the District.
- e. Contractor shall operate all routes in accordance with route schedules as published by the District. The District shall have final approval of all routes, stops and schedules. All drivers employed under this contract are required to drive trips exactly as scheduled.
- f. Drivers may not alter or modify trips or sequencing of stops without prior written approval of the District, except as necessary due to road closures or emergencies. All drivers are required to notify the District, using a Driver Request for Route Change form, of any changes to trips, routes, or schedules requested by parents or judged desirable by the driver. Drivers may, however, make changes to the left/right directions as provided by the District, as long as they do not substantively alter the route or change the scheduled pick-up or drop times. If

left/right directions are changed, the Contractor shall provide District with updated left/rights within 24 hours of any change made.

- g. District may suspend and shall not be obligated to pay for contracted service when the Superintendent of the District directs any or all schools be closed. By providing at least two (2) hours notice prior to a trip, District may suspend and shall not be obligated to pay for contracted service when weather or other factors prevent or render ineffectual any trip(s).
- h. District reserves the right to approve or reject any Contractor driver at any time for any reason. The decision of District representative regarding the qualifications, suitability, or acceptability of any driver shall be final and conclusive.
- i. District may immediately require any driver to be assigned or reassigned to or from any trip(s) on a temporary or permanent basis when District representative determines the best interests of District's transportation program will benefit.
- j. District may require and Contractor shall ensure drivers report to locations designated by the District for the purpose of resolving issues that may arise from the transportation of passengers.
- k. All Contractor drivers under this contract shall be issued and publicly display photo identification while performing service under this contract.
- l. Contractor agrees that District shall have, upon award of a contract by District, permission to monitor, intercept, use, divulge all radio transmissions and oral communications between Contractor and Contractor's base and between and among Contractor's vehicles relating thereto.
- m. Contractor shall, at its own expense, supply District's Transportation Office with a properly maintained handheld radio and charger tuned to the same channel as the Contractor uses for this contract to accomplish the above item.
- n. Contractor shall post and display signs or notices provided by District at the times, locations, and on routes specified by District. Signs or notices provided by Contractor inside the vehicles regarding pupil behavior or other notifications are to be approved by District before posting.
- o. All Contractor employees driving routes under this contract must display and submit to any authorized District representative their current medical examination certificate, first-aid card, and driver's license for review upon demand, without prior notification.
- p. District staff may conduct an on-the-road driving skills evaluation of all drivers under this contract. Evaluations shall be made at times and on trips determined by District. No advance notification shall be provided the Contractor or Contractor driver. All evaluations, observations, conclusions, and recommendations made by District are final.
- q. The Contractor shall staff and maintain the capability to receive and respond to customer complaints. This service shall provide that callers will not get a busy signal, and shall be provided periodic updates on when their call will be answered. All patron and citizen complaints shall be responded to within twenty-four (24) hours. When requested, response will be in written form. All complaints shall be documented for District review. Failure to make timely response to complaints may result in the District imposing liquidated damaged of Two Hundred (\$200) dollars per occurrence.
- r. Contractor shall establish daily messenger services between Contractor's local administrative offices and District at times specified by District, if specified by

the District.

- s. As contracted employees of a state agency, the Contractor, including office and support staff and drivers are required under federal law to report to the District for the purposes of emergency transportation services during any natural or national emergency. The District may also require transportation services for local District emergencies, which shall be billed separately for the purposes of compensation.

6. STAFFING

- a. Contractor shall employ a sufficient quantity of vehicles and drivers to operate all vehicles on all routes required by the District. The District expects the Contractor to have substitute drivers to cover no less than 10% of the District's average daily routes in the event of anticipated or unanticipated loss of drivers due to turnover, illness, or other factors not related to an organized labor dispute does not relieve Contractor of this obligation. Contractor dispatch and supervisory staff shall not be assigned sub driver duties.
- b. It is highly desirable by the district to promote consistency for students by having a regularly assigned alternative transportation operator or school bus driver assigned to all district alternative transportation or school bus routes. Many of the students who will be assigned to alternative transportation are special needs; having a consistent driver helps tremendously to build rapport with students, parents and care providers and the school support teams.
- c. Contractor shall employ on-duty dispatch staff in its primary District vehicle dispatch office at all times vehicles are operated. The dispatch staff must be at Contractor's site and able to maintain radio communications with Contractor's fleet and personal telephone communication with District.
- d. The District is aware driver labor has been a dynamic transportation expense throughout the United States due to several factors including a robust economy and increased minimum wage. As such, the District understands the importance of working together to keep a full complement of drivers while controlling costs. The intent of this plan is to include the right driver pay to insure on-going coverage of drivers crucial to the community, administration and parents.
- e. The District will consider, but is not obligated, to accept rate increases due to increased labor wages. This information will be presented to the administration which will include, among other documentation, the Occupational Employment and Wage Survey for the appropriate area averaging mean hourly wage for the following categories: Bus Drivers, School or Special Client: Bus Drivers, Transit and Intercity; Heavy and Tractor-Trailer Drivers; Light Truck or Delivery Service Drivers; additional justification of an increase might also include unique circumstances impacting driver availability near the District (such as a major employer sets up a manufacturing plant nearby) or other unplanned circumstances such as the formation of a collective bargaining unit. Again, the District is not obligated to such an increase but will consider its merits.
- f. It is essential to the District that the contractor be able to attract and retain qualified drivers as long as possible. The volatility of the competitive labor market has forced the District to take an active role in defining driver compensation to achieve this objective. The District intends to work with the contractor to establish driver pay scales. However, it is understood that the drivers are employees of the contractor, and that final responsibility for establishing pay scales rests with the contractor.

7. TRAINING REQUIREMENTS

- a. Contractor shall provide all school non-school bus drivers at its own expense, with all training required by federal, state, and local laws, including but not limited to the proper installation and use of all CSRS and wheelchair tie-downs used by the Contractor in the performance of this contract. All training programs and employees conducting required training are subject to approval of the District representative and shall meet all federal, state, and local Education Code requirements. Training completed in courses not approved by District shall not be recognized. District reserves the right to withdraw approval of any specific training course for any reason. All driver-training program costs shall be borne by the Contractor.
- b. Contractor's training program for new vehicle driver applicants shall meet or exceed the State of California minimum requirements and shall consist of as many hours as necessary to train drivers to a competent level.
- c. All new driver instructors, trainers, and dispatch staff employed by Contractor shall complete a District operated policy and procedures instruction program consisting of a maximum four (4) hours within thirty (30) calendar days of the start of employment for the purposes of the performance of duties required by this contract.
- d. All continuing driver instructors, trainers, and dispatch staff employed by Contractor shall complete a District operated policy and procedures instruction program consisting of a maximum of four (4) hours within thirty (30) calendar days of the start of each traditional school year.
- e. All drivers must complete Sensitivity and Confidentiality Training and must be in compliance with safeguarding and protecting all Student and District data in accordance with applicable laws and regulations, such as the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Childrens Online Privacy Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Education Code 49073.1.

8. REPORTING REQUIREMENTS

- a. Contractor shall notify the designate District Administrator immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident. Failure to provide this information may result in assessment of liquidated damages of two hundred (\$200.00) dollars per incident.
- b. Contractor shall immediately notify District in writing of any reports, allegations, complaints, or known incidents of injuries, assaults, physical abuse or sexual abuse of any pupil committed by or alleged to have been committed by Contractor's employees or by any other person.
- c. Contractor shall furnish on District provided forms attached and made a part of this contract, a list of primary and backup vehicles available to service this

contract. The Contractor Equipment List shall specify the vehicle number, manufacturer of the body and chassis, year of manufacture, the rated seating capacity, engine type and brake type. This list shall be transmitted to District representative at the time of bid, prior to June 15 preceding any renewal period of this contract and at any other time District representative specifies during the contract period. If this list is at any time updated to add or remove equipment the list must be provided to the District's Manager of Transportation within five calendar days.

- d. Contractor shall submit to District representative one copy of Contractor's routes delineating which Contractor driver is assigned to each route to be operated by Contractor. Said route must be in District's possession prior to the implementation date.
 - e. Whenever Contractor has knowledge or suspicion an actual or potential labor dispute is or may delay or threatens to delay the timely performance of this contract, Contractor shall immediately notify the District representative.
 - f. Contractor shall notify District in advance of all contracted trips to be operated by a newly assigned regular driver.
 - g. Contractor shall provide District with a daily substitution list detailing all absences, sub drivers, route affected and reasons for absence and shall be delivered by the daily courier to the District Transportation Office.
 - h. The Contractor shall maintain working two-way communications in each vehicle used in this contract for the purpose of communications between driver, dispatch, and District staff. Drivers shall also be provided with and cellular phone for use in case of emergencies.
 - i. Contractor shall provide any daily or weekly operating records not separately itemized herein as deemed necessary by District upon request.
 - j. Contractor shall require drivers to immediately report all scheduling discrepancies using the Route Change form supplied by the District.
 - k. Contractor must supply a completed Bidders Staffing Report at the time of the initial bid, before acceptance of any offer to renew, and at any other time requested by District. The report shall include emergency phone numbers of dispatch and supervisory staff.
 - l. Contractor shall maintain a means of contacting dispatch and supervisory staff via either cell phone or pager and provide District representative with access to such device.
 - m. Contractor shall provide District representative with a copy of all California Highway Patrol Vehicle/Equipment/Terminal Inspection Report (pertaining to its own equipment)
9. ADDITIONAL SERVICES NEEDED FOR COVID-19. The District reserves the right to request that Contractor provide additional services outside the Student Transportation Agreement's scope of services ("Alternative Student Transportation") should the District require such services in providing support for operations during distance learning. The Contractor agrees to use its best efforts to accommodate requests for Additional Services

BID BOND

(To be executed by Bidder and submitted with bid)

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____,

as Principal, and _____, as Surety, are held and firmly

bound unto the School District, hereinafter called the District, in the penal sum of five PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid

dated _____, 20__ for **FB #23/24-001**

Alternative Student Transportation

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event that a suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such a suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in Fact

(Attach Attorney-in-Fact Certificate)