



COVINA-VALLEY UNIFIED SCHOOL DISTRICT

BID 13-14-101

“AS NEEDED” TRANSPORTATION BID 13-14-101

Submit proposals by 1:00 P.M. November 14, 2013 to:

Covina-Valley Unified School District

Purchasing Department

519 E. Badillo Street

Covina, California 91723

Attn: Robin Harbert, Purchasing Supervisor

(626) 974-7600 Ext. 2128

rhharbert@cvusd.k12.ca.us

Issue Date: **October 18, 2013**

Deadline for Submission **November 6, 2013 2:00 PM**
Of Written Questions

Proposal Due Date: **November 14, 2013 2:00 PM**

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

Table of Contents

Documents necessary for completion of Bid Form

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

Documents to be submitted with Bid Form

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

1. Bid Form
2. Bid Bond
3. Bidder Questionnaire
4. Non-collusion Declaration
5. Insurance Requirement Form and Evidence of Insurance
6. Proposed School Bus Inventory and Property Summary
7. Proposed School Bus Drivers

Documents to be returned with executed Agreement of Successful Bidder

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

NOTICE TO CONTRACTORS CALLING FOR BIDS

School District: Covina-Valley Unified School District

Bid Deadline: November 14, 2013, 1:00 p.m.

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

Project Identification Name: “As-Needed” Pupil Transportation Services
Bid No. 13-14-101

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

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

Each bid shall be accompanied by a bid security in the form of cash, certified or cashier’s check or bid bond in the penal amount of Ten Thousand Dollars (\$10,000), payable to the DISTRICT as a guarantee that the contractor, if its bid is accepted, will execute the Agreement within five (5) days of the acceptance of the bid. After acceptance of the bid and prior to contractor performing any services, contractor shall furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the bid documents and submit other required documents specified in the Table of Contents of the bid package. If contractor fails to enter into the contract and execute the required documents, its bid security will be forfeited.

Bid packages may be obtained at Covina-Valley Unified School District Purchasing Department, whose address is 519 East Badillo Street, Covina, California 91723. Please call ahead for availability of packages, (626) 974-7600 Ext. 2128 or on our website at www.cvusd.k12.ca.us.

Direct all questions regarding bid documents in writing to Peggy Andrade, Transportation Department, at the above address or fax to (626) 974-7059 or email at pandrade@cvusd.k12.ca.us.

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

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

Governing Board of the
COVINA-VALLEY UNIFIED SCHOOL DISTRICT

By: Robin Harbert
Purchasing Supervisor

Advertise: October 18 & October 25, 2013

TERMS AND CONDITIONS

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

1. Scope of Services

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

b. The overall objective of this invitation to bid is to allow vendors the opportunity to bid for “as-needed” (1) home-to-school pupil transportation services only (Exhibits “A”), (2) extracurricular activities pupil transportation services only (Exhibits “B”), or (3) home-to-school pupil transportation services and extracurricular activities pupil transportation services (Exhibits “A,” and “B”). It is expected that transportation services will begin on or about January 6, 2014. The DISTRICT desires to approve a panel of qualified transportation providers to provide “as-needed” pupil transportation services, with an emphasis on providers for the extracurricular activities pupil transportation services for which the greatest need is anticipated.

c. The DISTRICT has previously entered into a master agreement with a transportation provider to furnish all the pupil transportation services required of the DISTRICT, but from time to time is unable to accommodate all the DISTRICT’s demands for pupil transportation, particularly with extra-curricular field trip transportation, and on a less frequent basis, home to school and special education transportation services.

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

2. Term of Contract

The agreement (“Agreement” or “Contract”) associated with this bid shall be for an initial period beginning on January 6, 2014 and ending August 31, 2014 and may be extended for up to four (4) additional terms of one (1) year, the first such additional year beginning September 1, 2014 and ending August 31, 2015 in accordance with provisions of the Agreement and as authorized by Education Code sections 17596 and 39803.

3. Permits, Licenses, and Compliance with Law

The Contractor, his/her employees and agents shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Agreement and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (i.e.: random drug testing). Contractor will be required to also comply with AB 319 Chapter 359 of 1989 Statutes to notify the Department of Motor Vehicles whenever a certified

school bus, school pupil activity bus or youth bus driver is dismissed for causes related to passenger safety.

4. Commercial General Liability and Property Damage Insurance

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

Certificates of insurance shall name the DISTRICT as an additional insured. In addition, said certificate shall state the extent of insurance, the locations and operation to which insurance applies and the expiration date of the insurance.

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

5. Use of DISTRICT Documents

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

b. The bid/contract documents include:

- 1) Notice to Contractors Calling for Bids
- 2) Terms and Conditions
- 3) Home-to-School Pupil Transportation Services (Exhibit "A")
- 4) Extracurricular Activities Pupil Transportation Services (Exhibit "B")
- 5) District Map (Exhibit "C")
- 6) Vehicle Conditions/Additional Equipment (Exhibit "D")
- 7) Bid Form

- 8) Bid Bond
- 9) Bidder Questionnaire
- 10) Non-collusion Declaration
- 11) Insurance Requirement Form and Evidence of Insurance
- 12) Proposed School Bus Inventory and Property Summary
- 13) Proposed School Bus Drivers
- 14) Agreement
- 15) Workers' Compensation Certificate
- 16) Contractor Fingerprinting Requirements
- 17) Drug-Free Workplace Certification

6. Inspection of Documents

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

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

c. Receipt of addenda to the bid documents by a contractor must be acknowledged on the Bid Form or by letter or telegram received before the Bid Deadline.

7. Submitting Bids

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

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

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

d. Each envelope must be marked with the contractor's name and address and the words "As-Needed' Pupil Transportation Services - Bid No. 13-14-101 and must contain:

- 1) Completed and executed Bid Form
- 2) Completed and executed Bid Bond or a certified or cashier's check payable to the DISTRICT in the penal amount of Ten Thousand Dollars (\$10,000).
- 3) Completed and executed Bidder Questionnaire
- 4) Completed and executed Non-Collusion Declaration
- 5) Completed Insurance Requirements Form and Evidence of Insurance
- 6) Completed Proposed School Bus Inventory and Property Summary
- 7) Completed Proposed School Bus Drivers
- 8) Acknowledgement of addendum, if any.

8. Written Inquiries, Addenda

a. Questions about the bid/contract documents shall be in writing and delivered by mail, facsimile, or in person no later than 2:00 p.m on November 6, 2013 to the Purchasing Department at the following address:

Covina-Valley Unified School District
519 East Badillo Street
Covina, CA 91723
Attention: Robin Harbert
Fax: (626) 974-7032
rharbert@cvusd.k12.ca.us

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

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

9. Erasures or Corrections to Entries

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

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

10. Withdrawal or Amendment of Submitted Bid

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

b. No amendment, addendum or modification will be accepted after the bid has been submitted to the DISTRICT. If a change to a bid that has been submitted is desired, the submitted

bid must be withdrawn and the replacement bid submitted to the DISTRICT prior to the Bid Deadline.

- c. No contractor may submit more than one bid.
- d. Bids may not be withdrawn for sixty (60) days after the Bid Deadline.

11. Bid Security

a. Each bid shall be accompanied by a certified or cashier's check or bid bond in an amount not less than Ten Thousand dollars (\$10,000), payable to the DISTRICT as a guarantee that the contractor, if its bid is accepted, shall promptly execute the agreement and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the bid documents, as well as all the other required documents listed in the Table of Contents of the bid package.

b. Bid security received by the DISTRICT from all unsuccessful contractors shall be returned.

c. If a bid is accepted by the DISTRICT and an agreement offered pursuant to terms of the invitation, but the contractor does not execute the Agreement within five (5) days from the date of offer of an agreement, the DISTRICT may declare such contractor's bid security forfeited to the DISTRICT.

d. Bid bonds must be issued by a California admitted surety insurer as defined in Code of Civil Procedure section 995.120.

12. Evaluation and Award of Contract

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

a. Written Bid Evaluation: Written bids will be evaluated by a committee consisting of representatives of the DISTRICT. Written bids will be initially screened for completeness. Bids that are materially incomplete, in the DISTRICT's discretion, will not be evaluated further. The remaining written bids will be evaluated using the following criteria, which is not listed in any order of weight or priority:

- 1) Firm Experience: The firm or its principals must have had experience operating a transportation contract in California for five (5) out of the last ten (10) years.
- 2) Management Capability
- 3) Financial Condition
- 4) Hiring Procedures
- 5) Safety Program (include information on CHP certification)
- 6) Driver Training and Certification Program
- 7) Maintenance Program

All data and information in the written bids will be subject to verification.

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

b. Site and References Evaluation: Members of the DISTRICT's evaluation committee may conduct one or more site evaluations. The DISTRICT may also contact any references provided by the contractor, and/or other entities served by the contractor. Site evaluations will be conducted at facilities where the contractor proposes to service the DISTRICT. Site and reference evaluation criteria, not listed in any order of weight or priority, is as follows:

- 1) Personnel: Experience and qualifications of drivers, maintenance workers and other personnel, including, but not limited to, pre-employment alcohol and drug testing and criminal record checks
- 2) Overall Appearance of Facility
- 3) Fleet Quality
- 4) Customer References
- 5) Recordkeeping: Ability to maintain accurate records

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

The DISTRICT may elect, in its discretion, to reject any or all bids after the site and reference evaluation if it determines that the contractor(s) does/do not satisfy the DISTRICT's transportation standards and requirements.

c. Management Interviews: For any contractors who submitted bids that are not rejected after the written proposal evaluation or the site and references evaluation, members of the DISTRICT's evaluation committee may interview those persons who will be directly responsible for managing the Contract, if awarded, on behalf of the contractor. The management interview criteria, in no particular order of weight or priority, is as follows:

- 1) Qualifications and Experience
- 2) Management Concepts
- 3) Job Knowledge
- 4) Transition Plan
- 5) Responsiveness during Interview

The DISTRICT may elect, in its discretion, to reject any or all bids after the management interviews if it determines that the contractor(s) does/do not satisfy the DISTRICT's transportation standards and requirements.

After each remaining contractor has received an assessment for its written bid, site and references evaluation and management interviews, the DISTRICT will consider the cost.

d. Cost: Only **after** the evaluation procedures set forth above have been completed, the DISTRICT's evaluation committee will consider the Bid Form. The DISTRICT may appoint a panel consisting of one or more qualified contractors for which the DISTRICT may authorize entering into one or more contracts with contractors who, based on their overall qualification/desirability rating and cost, will best satisfy the DISTRICT's transportation needs. The DISTRICT may award a contract to other than the lowest contractor in accordance with California Education Code section 39802.

13. Rejection of Bid and Waiver of Irregularities

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

14. Obtaining Information

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

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

15. Bid Costs

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

16. Bid Disclosure

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

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

that it remain confidential, if the DISTRICT determines that disclosure is not prohibited by law or court order.

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

17. Vehicle Condition/Additional Equipment

The bid package includes Exhibit “D” Vehicle Condition/Additional Equipment, which is a collection of data summarizing required vehicle condition and additional equipment requirements.

18. Billing for Services

a. All billing must be done as a single bi-monthly DISTRICT invoice. The Contractor will be required to itemize DISTRICT billings showing a breakdown of specific cost areas including the special education, traditional education, summer school, athletics, activities and field trip, and other specific areas as identified by the DISTRICT.

b. On or about the first and fifteenth business day of each month, the Contractor shall submit invoices in the form and number required by the DISTRICT for all services under the Contract for the preceding weeks. Subject to acceptance and approval by the DISTRICT, payment for such services will be made within a reasonable time thereafter.

19. Limitation on Expansion of Services

Following approval, the Contractor may not alter the bid pricing or scheduling options (including the number of buses utilized for the services provided) without the prior written permission of the DISTRICT.

20. Routing and Scheduling

a. All Service:

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

2) The CONTRACTOR shall provide to the DISTRICT a daily accounting of the buses and drivers assigned to service under the Agreement on each such day in which “as-needed” pupil transportation services have been rendered by the CONTRACTOR. Such accounting shall be in a format determined and/or approved by the DISTRICT and shall be transmitted by facsimile or electronic mail at a time and place to be determined by the DISTRICT. Such accounting shall include, at a minimum, the fleet number, make, model, and date of original

registration of all buses, including standby buses, assigned to service; and the name, work status, and date of hire of all bus drivers, including standby drivers, assigned to service.

3) The CONTRACTOR shall maintain and make available on an “as-needed” basis one (1) to eleven (11) buses and drivers that the DISTRICT may request upon providing the CONTRACTOR not less than seventy-two (72) hours prior written (facsimile) notice to provide pupil transportation services.

4) Students are to be delivered to schools of attendance not more than ten (10) minutes prior to class take-up time and are not to be kept waiting more than five (5) minutes after dismissal time.

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

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

b. Special Education Service:

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

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

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

4) Students are to be delivered to schools of attendance not more than ten (10) minutes prior to class take-up time and are not to be kept waiting more than five (5) minutes after dismissal time.

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

c. Activities, Athletics and Field Trips:

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

2) The DISTRICT shall have the option to cancel any scheduled activity, athletic and field trip upon the DISTRICT's notification to the Contractor at least twenty-four (24) hours prior to the time of the first scheduled pupil pick-up. If cancelled at the pick-up points, the DISTRICT shall pay CONTRACTOR for the driver's time and mileage to and from the CONTRACTOR's Facility, but not to exceed Two Hundred Fifty Dollars (\$250.00).

21. Contractor's Personnel

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

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

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

d. The DISTRICT and CONTRACTOR agree that it is essential to have a qualified, competent bus driver regularly assigned to and familiar with each bus route on a continuing basis. The use of new or substitute drivers who are not familiar with bus routes or frequent reassignment of drivers to other routes is not acceptable. Except in emergency situations, prior to driving a bus route with students, the driver shall make at least one complete run of the bus route to become familiar with the route, the bus stops, traffic conditions, etc. The CONTRACTOR shall only utilize drivers from the list of approved drivers set forth on the Proposed School Bus Driver form, as such list may be revised periodically with the written approval of the DISTRICT.

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

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

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

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

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

j. Tobacco Products: The use of tobacco products of any kind is forbidden on buses or on property owned or leased by the DISTRICT, whether passengers are on the bus or not. The restriction applies to pupils, aides, drivers, DISTRICT or CONTRACTOR management staff and maintenance staff.

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

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

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

m. Evaluation: Drivers who have performed "as-needed" services shall be evaluated at least once each semester for purpose of observing their driving practices with respect to safety, mechanical operation, conformance with laws, policies and regulations, adherence to established routes and schedules, handling of students, and other factors inherent in the transportation of students. Copies of the evaluations shall be maintained by the CONTRACTOR during the term of the driver's employment by the CONTRACTOR, plus one (1) year, and shall be available for review by the DISTRICT upon request. All drivers assigned to perform services under the Agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories.

22. Safety Program

a. The CONTRACTOR shall provide regular and continuous formal safety instruction by the State Certified Instructor for all operating personnel assigned to the contract. All operating personnel assigned to the Agreement shall be required to attend regularly scheduled safety meetings at least ten times per year.

b. The CONTRACTOR and DISTRICT shall provide student “safe riding” and “evacuation” instructions through joint efforts. They shall conform to the current requirements of State regulations.

23. Accident/Incident Reports

a. CONTRACTOR shall report to the DISTRICT’s designated personnel all accidents/injuries involving equipment or personnel while operating under the contract immediately after the occurrence and shall provide a written copy of all accident/injury reports within twenty-four (24) hours after the occurrence. Such reports shall include all pertinent information, including a copy of the form that is submitted to the CONTRACTOR’s insurance carrier and a list of students on the bus at the time of the accident, including seating arrangements at the time of the accident. Failure of a driver to report an accident, breakdown or other service problem for report to the DISTRICT shall be sufficient cause for termination of the driver. When applicable, CONTRACTOR shall provide legible reports from the California Highway Patrol or local police department as soon as they become available.

b. CONTRACTOR shall report all incidents/complaints to the DISTRICT’s designated personnel within two (2) hours after the incident/complaint occurs. The CONTRACTOR shall provide a form for reporting incidents/complaints about service provided or about a specific driver. This form shall be approved by the DISTRICT. The CONTRACTOR shall investigate these reports and provide a written reply within five (5) days after the incident/complaint occurs. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

c. Any driver involved in an accident (preventable or non-preventable, school bus or non-school bus accident) shall receive, from the CONTRACTOR, eight (8) hours of re-training. The CONTRACTOR may at a time and place specify this training. This training shall be at the expense of the CONTRACTOR and shall be at no cost to the DISTRICT.

24. Record Keeping

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

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

25. Maintenance Facility

a. The CONTRACTOR shall have off-site parking and maintenance facilities for buses and employees.

b. The CONTRACTOR shall provide office space for their dispatcher at the Support Services Facility. The location shall be approved by the DISTRICT.

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

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

26. Environmental Compliance and Indemnification

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

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

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

**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

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

1. Routing and Scheduling

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

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

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

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

2. Changes in Established Routes

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

a. Suspension or deletion of service for a student shall be implemented the next working day following receipt of the route change from the DISTRICT

b. CONTRACTOR shall add a student to a bus route within three (3) working days following receipt of the route change from the DISTRICT.

c. CONTRACTOR shall implement new routes as required because of relocation of a class and/or classes and major changes in student population within three (3) working days following receipt of the notice of need for route change from the DISTRICT.

d. School starting and dismissal times are subject to modification.

3. Recordkeeping and Reporting Requirements

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

4. Drivers

a. Drivers shall be trained in the techniques of handling special education students prior to assignment by the CONTRACTOR to routes carrying special education students.

b. All drivers employed by Contractor to provide service to the DISTRICT shall be trained in basic sign language. This training will be provided by the DISTRICT Deaf/Hard of Hearing Program Specialist or equivalently trained person provided by the DISTRICT. This training will be provided at a time and location mutually agreed upon by the CONTRACTOR and the DISTRICT.

5. Discipline on the School Bus

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

6. Missed Pick-up

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

**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

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

1. Field and Sports Trips

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

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

2. Scheduling Trips

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

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

3. Invoices

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

4. Trip Cancellation

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

5. Delays

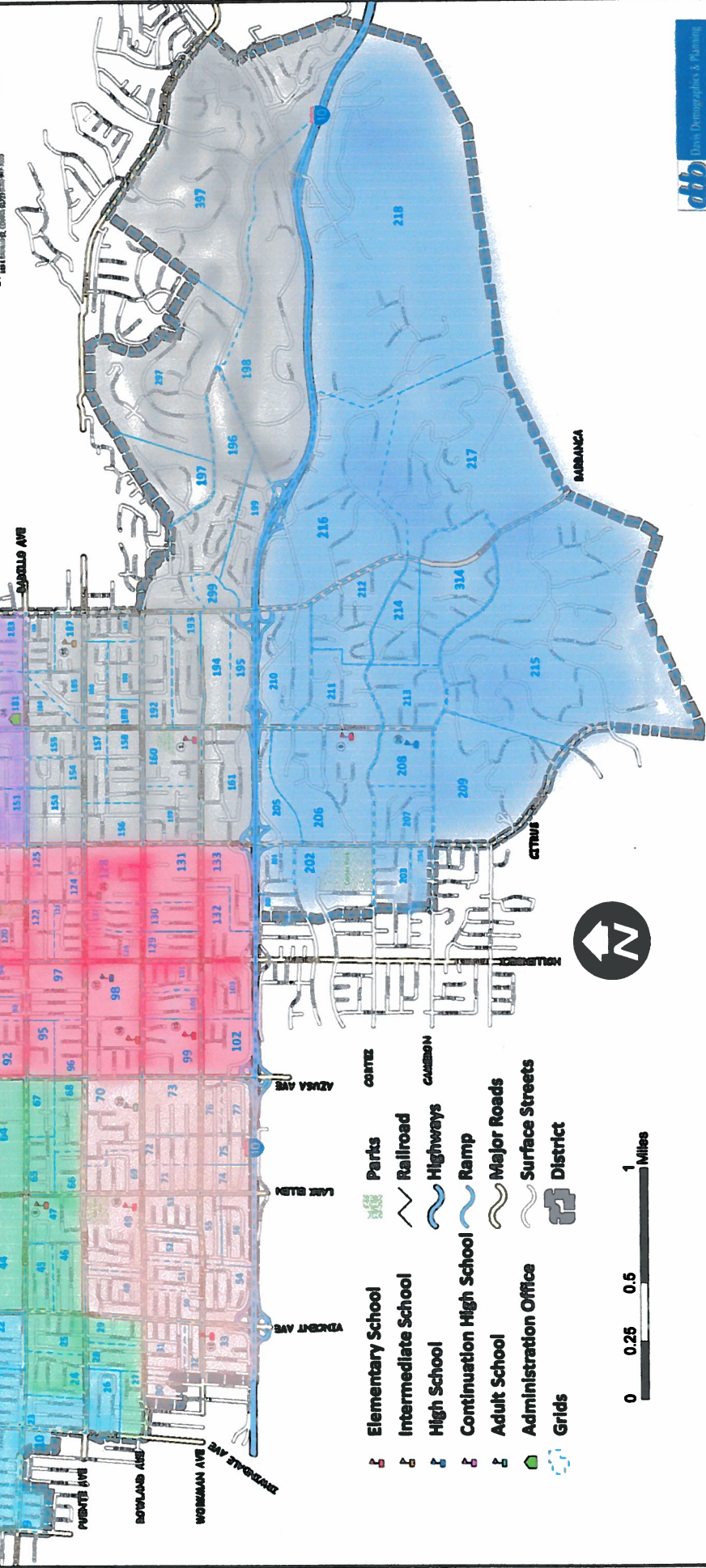
DISTRICT shall not be charged over hours for any delays due to CONTRACTOR equipment mechanical failures or driver performance. For any over hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) the CONTRACTOR will submit a proposal with equitable cost sharing benefits.

6. Trip-related Fees

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

**519 E Badillo St Covina, CA 91723
(626) 947-7000**

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(626) 947-7000**



**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

**EXHIBIT “D”
Vehicle Condition/Additional Equipment**

In addition to meeting all currently applicable federal and state school bus safety standards, every bus used to transport students of the Covina-Valley Unified School District (“DISTRICT”) must also comply with the following DISTRICT requirements and the continuous approval of the DISTRICT:

1. Miscellaneous Specifications

- a. All buses must be equipped with two-way radios or mobile phones, at no charge to the DISTRICT, and must be maintained in working order at all times.
- b. CONTRACTOR shall notify DISTRICT of any vehicle equipped with audio, video recording devices prior to placing any such vehicle in service.
- c. All buses must be equipped with an effective hot-air type windshield defrosting device. All defroster vents and ducts must be free of any obstructions that might block or restrict the volume of air to the extent that the defrosting system becomes ineffective.
- d. Ceilings and interior side paneling must appear clean and/or freshly painted.
- e. Exterior body and paint shall be maintained by the CONTRACTOR. Visible oxidation, corrosion, or body damage shall be repaired without undue delay, as soon as the condition is reported to the CONTRACTOR, or the damage occurs.
- f. Transit buses shall be equipped with enclosed luggage compartments, of a capacity adequate for the accommodation of all sports and band equipment, luggage, camping gear, etc., normally encountered during field trips, extra curricular, county outdoor education programs, and other school-related activities.
- g. Buses over fifteen (15) years old shall not be used on this contract except by specific prior written approval of the DISTRICT.
- h. Regular preventive maintenance, as approved by the manufacturer and the California Highway Patrol, shall be practiced by the CONTRACTOR, and all records shall be made available to the DISTRICT.
- i. The CONTRACTOR shall comply with all California requirements regarding the installation and use of seatbelts by students on buses.

- j. All buses on regularly assigned routes shall have displayed forward of the right front wheel next to the entrance door in a visible location, on a metal placard at least six inches by six inches (6" x 6"), their DISTRICT assigned route numbers in at least four-inch (4") high black or red numerals on a white background. The route numbers placard shall fit in a bracket so that route numbers may be changed or so that spare buses may display assigned route numbers.
- k. The CONTRACTOR shall keep and maintain all buses in good operating, safe running and a clean, sanitary condition. The DISTRICT may inspect the buses at any time, including during a regular run. Dates and times of such inspections will not be posted in advance.
- l. The CONTRACTOR shall, prior to the start of each year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.
- m. Any installation or modification equipment required by a change in law or regulation shall be made by the Contractor at its sole cost and expense.

2. Miscellaneous Specifications – Special Education Buses

- a. As requested by the DISTRICT, some special education buses may require air conditioning.
- b. As required by the DISTRICT, seat straps or restraints shall be provided for special education passengers. It shall be the responsibility of the driver to see that such straps or restraints are properly adjusted and fastened as soon as the pupils enter their seat and for the duration of the trip.
- c. Approval of use of any mechanically, hydraulically, or electrically operated lifts on buses must be obtained from the DISTRICT, in writing, prior to being used. Ramps will not be approved for use unless the bus has a built-in ramp.

BID FORM

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

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

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

Project: **“As-Needed” Pupil Transportation Services
Bid No: 13-14-101**

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, _____, and _____, on file at the Facilities Department, located at 519 East Badillo Street, Covina, California 91723, for the initial annual sum of:

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

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

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

A. Traditional Schedule:

Bus Capacity	Daily Rate for 3.0 Hours/50 Miles	Rate Per Bus Hour Over 3.0	Rate Per Bus Mile Over 50
16/20	\$ _____	\$ _____	\$ _____
16WC	\$ _____	\$ _____	\$ _____
36	\$ _____	\$ _____	\$ _____
36WC	\$ _____	\$ _____	\$ _____

Bus Capacity	Daily Rate for 4.0 Hours/85 Miles	Rate Per Bus Hour Over 4.0	Rate Per Bus Mile Over 85
16/20	\$ _____	\$ _____	\$ _____
16WC	\$ _____	\$ _____	\$ _____
36	\$ _____	\$ _____	\$ _____
36WC	\$ _____	\$ _____	\$ _____

Bus Capacity	Daily Rate for 5.0 Hours/85Miles	Rate Per Bus Hour Over 5.0	Rate Per Bus Mile Over 85
16/20	\$ _____	\$ _____	\$ _____
16WC	\$ _____	\$ _____	\$ _____
36	\$ _____	\$ _____	\$ _____
36WC	\$ _____	\$ _____	\$ _____

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

Bus Capacity	Minimum Flat Rate (Indicate number of hours included)	Rate per Bus Hour (Additional Hours)	Rate Per Bus Mile
16/20	\$ _____	\$ _____	\$ _____
16WC	\$ _____	\$ _____	\$ _____
36	\$ _____	\$ _____	\$ _____
36WC	\$ _____	\$ _____	\$ _____
66	\$ _____	\$ _____	\$ _____
78	\$ _____	\$ _____	\$ _____

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

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

1. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for a period of sixty (60) days after the Bid Deadline.
2. The required bid security is hereto attached. Such security shall be in the form of a certified or cashier's check or bid bond executed by an admitted surety insurer using the form included with this bid in an amount not less than Ten Thousand Dollars (\$10,000).
3. The following items are also hereto attached:
 - a. Bidder Questionnaire
 - b. Non-collusion Declaration
 - c. Insurance Requirement Form and Evidence of Insurance
 - d. Proposed School Bus Inventory and Property Summary

e. Proposed School Bus Drivers

4. It is understood and agreed that the award of the Agreement shall be evaluated and awarded consistent with the Terms and Conditions.
5. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

6. The names of all persons interested in the foregoing bid as principals are as follows:

7. In submitting this bid, the CONTRACTOR offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the CONTRACTOR for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.
8. If the CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____, and if required, _____ whose title is _____ is/are authorized to act for and bind the corporation.
9. It is understood and agreed that, should the CONTRACTOR fail or refuse to return executed copies of the Agreement to the DISTRICT within five (5) days of actual notice of the award of the Agreement to the CONTRACTOR, the security will be forfeited to the DISTRICT as liquidated damages.
10. The CONTRACTOR hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the contractor shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the CONTRACTOR's failure to comply strictly with the IRCA.
11. It is understood and agreed that, if requested by the DISTRICT, the CONTRACTOR shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

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

Individual

Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership

Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation

Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
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.

Joint Venture

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

BID BOND

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

KNOWN ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120, legally doing business in California at _____, are held and firmly bound unto the **Covina-Valley Unified School District**, hereinafter called the DISTRICT, in the penal sum of Ten Thousand Dollars (\$10,000) 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 to DISTRICT the accompanying bid dated _____, 2013, to enter into a contract in writing for the project known generally as

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

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 the said opening; and if the Principal is 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 Principal 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 said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this ____ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Corporation)

By: _____

Signature

Title

By: _____

Signature

Title

(Corporate Seal of Surety)

Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

QUESTIONNAIRE

**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

To Contractor:

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

Where space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example I. C. 5).

I. DESCRIPTION OF CONTRACTOR’S ORGANIZATION

A. FIRM

Firm Name: _____

Address: _____

Telephone Number: _____

B. TYPE OF ORGANIZATION

Corporation (List officers and positions):

_____	_____
_____	_____
_____	_____

Where Incorporated: _____ Year of Incorporation: _____

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

_____	_____
_____	_____
_____	_____

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

Is your firm or a parent firm publicly held? _____
If not, what private individuals or families own more than 20% of your firm or who is the general partner(s) or sole proprietor? _____

C. NATURE OF OPERATIONS

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

Yes _____ No _____ Number of years: _____

Number of public school districts served in the State of California: _____

2. List all applicable transportation permits (City, County, and State) under which your firm currently operates. _____

3. Are you currently, or have you ever, contracted to provide pupil transportation services for any school district, non-public school or county superintendent of schools in this state?

Yes _____ No _____

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

Yes _____ No _____ Number of years: _____

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

5. For every education agency or non-public school in this state for which your firm currently provides, or has provided within the last five years, pupil transportation services, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:
- a. Name of your firm's current terminal manager at the location and the manager's length of service at that location;
 - b. Types of pupil transportation services your firm provides under the contract (e.g., regular home-to-school, special education, desegregation, field trips, other);
 - c. Number of buses utilized: _____;
 - d. Beginning and ending dates of the current contract: _____;
_____;
 - e. If employees are covered under a collective bargaining agreement provide:
 - 1) Name of labor organization(s);
 - 2) Name and phone number of labor organization(s), President and/or regional Business Managers.

II. MANAGEMENT AT THE TERMINAL

- A. The DISTRICT strongly believes that the individuals holding the Terminal Manager, Personnel and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high-quality pupil transportation services. While the DISTRICT understands that you may not be able to name the specific individuals your firm will assign to these management positions at the DISTRICT or Contractor-provided dedicated to the DISTRICT hereinafter referred to as the "DISTRICT terminal," the DISTRICT requests that for each position, you list no more than three candidates who may be assigned to the DISTRICT terminal. If your firm is awarded this Agreement, you may assign any of the three persons you have proposed for each position to actually take that position under this Agreement, unless the DISTRICT has, in its discretion, specifically rejected one or more of your proposed candidates. If your firm is awarded this contract, you may substitute individuals not named in this bid with the prior written permission of the DISTRICT, which may be granted or withheld in its sole and absolute discretion. In any case, you must submit at least

two sample resumes of candidates or current managers employed by your firm in each of these positions so as to provide the DISTRICT with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the DISTRICT terminal, please provide the following information on a separate page:

1. Name and proposed position the person may be selected to fill;
 2. Number of years with your firm and current position;
 3. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position;
 4. Current and two most recent previous positions, including the location (District) of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.
- B. On a separate page, please provide a job description for each terminal management position you propose to assign under this Agreement.
- C. On a separate page, please provide an organization chart of your firm as it would relate to the DISTRICT terminal. (The organization chart should give a clear understanding of the number of layers in your firm and the lines of accountability.)
- D. Please provide the name(s) of those persons within your firm who would have immediate authority over the Terminal Manager you propose in Item A and those who may play an advisory role to terminal management, in the areas of (1) Operations, (2) Training and Personnel, (3) Safety, and (4) Maintenance. Please provide the following information for each of these persons:
1. Name;
 2. Location of staff member's office;
 3. Number of years with your company;
 4. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each such position;
 5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the dates between which the position was held.

- E. Explain the training that is given to your Terminal Managers:
1. Number of hours;
 2. Type of training; list components covered.
- F. Does your company have a Terminal Manager trainee program? If so, how many trainees are presently in the program? Explain in detail.

III. DRIVER PERSONNEL

- A. State the number of regular bus drivers you now have employed in California:
- School _____ Other _____
- B. How/where does your firm recruit drivers?
- C. What methods do you use to screen and select drivers from among the applicants? What information do you use and how do you gather it?
1. What criteria or standards do you use and for what reasons might you reject an applicant?
 2. Do you require all terminal employees to be drug tested? If so, please elaborate on the testing procedures.
- Yes _____ No _____
- D. Do you check driver applicant references?
- Yes _____ No _____
- E. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.
- F. What percentage of driver applicants eventually begin your training programs?
_____ %
- G. What percentage of your driver applicants are hired directly as certified school bus drivers? _____ %
- H. Are the official driving records of all your applicant drivers evaluated during the selection process?
- Yes _____ No _____

I. What is the current rate of annual turnover among drivers your firm employs?
_____ %

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

Original (for persons with no school bus driving experience):

Yes _____ No _____

In-Service (continuing education and retraining for experienced school bus drivers):

Yes _____ No _____

K. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

Length of program;

Number of hours in classroom;

Number of hours behind the wheel;

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

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

Yes _____ No _____

L. Describe your In-Service driver training and retraining program. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal?

Are there any independent reviews of training quality conducted on your training program?

Yes _____ No _____

If so, please describe the reviews:

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

If you currently have a driver training program, does the program include a section on transportation service for special education pupils? (If available, please provide the outline or course of study.)

Yes _____ No _____

Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On-Time Route Performance, Unrestricted License, Tenure on the Job and Complaints (those which can be verified and are deemed serious)?

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

Yes _____ No _____

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

Yes _____ No _____

What monetary rewards and penalties are offered or imposed?

What non-monetary rewards and penalties are offered or imposed?

IV. SAFETY PROGRAM AND ACTIVITIES

- A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.
- B. How often are safety meetings held? _____
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. What have been the chargeable school bus accident rates for school buses operated by your firm in each of the three most recent academic years? The school bus accident rate shall be determined by dividing the number of accidents per route by the number of trips for such route. Provide a description of how you define school bus accidents.

V. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes _____ No _____

B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes _____ No _____

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

D. Do you use any other methods of identifying defects in buses? (If so, please describe.)

Yes _____ No _____

E. How do you ensure that serious safety-related or potentially vehicle-damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?

How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

F. Do you maintain and evaluate records of road failures?

Yes _____ No _____

If so, how many road failures, per month, per hundred buses, did the buses your firm maintains experience, on average, during the past year?

G. For what percentage of time were the buses that you maintain out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?

_____ %

H. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

Yes _____ No _____

Briefly describe this schedule.

- I. What qualification and experience requirements do you have for your mechanical personnel?

VI. INSURANCE DATA

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

Yes _____ No _____

VII. FINANCIAL AND CREDIT DATA

- A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly do business.
- B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

Yes _____ No _____ Terms: _____

VIII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Agreement for providing pupil transportation services should your firm be selected as the successful contractor. Your schedule and plan may include:

- A. Inspection of vehicles, facility, and equipment;
- B. Acquisition of required vehicles;
- C. Occupation of terminal facility;
- D. Recruitment/relocation, if necessary, of management and supervisory personnel;
- E. Selection, any necessary training, and employment of drivers;
- F. Employee orientation, especially to District routes and schedules.

IX. OTHER RELEVANT INFORMATION

- A. How does your company measure customer satisfaction?
- B. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?

- C. The DISTRICT expects all contractor staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?
- D. Do you have multi-lingual drivers available as regular staff members? What languages do they speak?

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

Name of Firm: _____

Authorized Agent: _____

Print Name: _____

Title: _____

Date: _____

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

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

“As-Needed” Pupil Transportation Services
Bid No. 13-14-101

The undersigned declares:

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____ [Date], at _____ [City], _____ [State].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

CONTRACTOR: _____

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

CERTIFICATE/ENDORSEMENT

MINIMUM COMBINED LIMITS

<u> X </u> / <u> </u>	Workers’ Compensation	Insured –Statutory	<u>\$5,000,000</u>
		Self-Insured	<u>\$5,000,000</u>
<u> X </u> / <u> </u>	Employer’s Liability		<u>\$5,000,000</u>
()	Broad Form All States Endorsement		
()	Longshoremen’s and Harbor Workers’ Compensation		
()	Act Endorsement		

<u> X </u> / <u> X </u>	Comprehensive General Liability – Minimum		<u>\$10,000,000</u>
(X)	Premises and Operations	()	Explosion Hazard
(X)	Contractual Liability	()	Collapse Hazard
(X)	Independent Bidders	()	Underground Hazard
(X)	Products/Completed Operations	()	Garage keepers Legal Liab.
(X)	Broad Form Property Damage	()	Hangar keepers Legal Liab.
(X)	Personal Injury	(X)	Owned Vehicles
(X)	Broad Form Liability Endorsement	(X)	Non-owned Vehicles
()	Fire Legal Liability	(X)	Hired Vehicles
()	Water Craft Liability		
()	Incidental Medical Malpractice	()	_____
<u> X </u> / <u> X </u>	Vehicle Liability (if not included in General Liability coverage checked above)		<u>\$10,000,000</u>

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

“As-Needed” Pupil Transportation Services
Bid No. 13-14-101

Contractor: _____

Description of buses to be provided on an “as-needed” basis for this contract by the Contractor which includes the following information:

1. Bus number
2. Make/Model
3. Passenger capacity
4. Year of manufacture
5. Current Mileage and condition
6. Engine and transmission type
7. Fuel type
8. New or used
9. Brake type

(Attach additional sheets as needed)

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

PROPOSED SCHOOL BUS DRIVERS

**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

Contractor: _____

List below the names of each proposed school bus driver who will be used by the Contractor to comply with the requirements of this bid. Bidder understands and agrees that all such drivers shall be employees of the Contractor and shall not be performing the pupil transportation services required by this bid as an independent contractor or under subcontract with another entity or individual.

Names of Bus Drivers

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

(Attach additional sheets as needed)

AGREEMENT

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

This Agreement for “As-Needed” Pupil Transportation Services (the “Agreement”), made and entered into the ____ day of _____, 2013, in the County of Los Angeles, State of California, by and between **COVINA-VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter called the DISTRICT, and, _____ hereinafter called the CONTRACTOR:

RECITALS

WHEREAS, the DISTRICT has previously entered into a master pupil transportation services agreement required by the DISTRICT (the “Master Agreement”); and

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

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

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

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

1. Scope of Work.

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

“As-Needed” Pupil Transportation Services – Bid No. 13-14-101

It is the duty of the CONTRACTOR to perform the services covered by this Agreement in exact accordance with the approved bid as submitted. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the DISTRICT, unless such act or omission actually prevents the CONTRACTOR from

fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within one (1) working day of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the contract documents.

2. Component Parts of the Contract Documents.

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

- a. Notice to Contractors Calling for Bids
- b. Terms and Conditions
- c. Home-to-School Pupil Transportation Services (Exhibit "A")
- d. Extracurricular Activities Pupil Transportation Services (Exhibit "B")
- e. District Map (Exhibit "C")
- f. Vehicle Conditions/Additional Equipment (Exhibit "D")
- g. Bid Form
- h. Bid Bond
- i. Bidder Questionnaire
- j. Non-collusion Declaration
- k. Insurance Requirements and Evidence of Insurance
- l. Proposed School Bus Inventory and Property Summary
- m. Proposed School Bus Drivers
- n. Addenda as issued
- o. Agreement
- p. Performance Bond
- q. Workers' Compensation Certification
- r. Criminal Records Check Certification (Contractor Fingerprinting Requirements)
- s. Drug Free Workplace Certification

3. Term of Agreement.

The "as-needed" services provided hereunder shall commence on January 6, 2014, and shall terminate on August 31, 2014 ("Initial Term"). The Initial Term may be extended upon mutual consent of DISTRICT and CONTRACTOR for an additional four (4) terms of one (1) year each commencing September 1st and ending August 31st of the following year ("Additional Terms") in accordance with the terms agreed to by DISTRICT and CONTRACTOR at such time and consistent with the provisions contained in Education Code section 39803(a).

4. Contract Price.

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

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

5. Traditional and Summer School Year Served.

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

6. Unscheduled School Closing.

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

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

7. Insurance.

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

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

8. Workers' Compensation.

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

9. Administrative Regulations.

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

10. Permits and Licenses.

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

11. Equipment Requirements.

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

12. Environmental Compliance and Indemnification.

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

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

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

13. Monitoring Inspection

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

14. Emergency Use of Equipment and Personnel.

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

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

15. Contractor Covenant.

a. "As-Needed" Services. The CONTRACTOR possesses the capability of providing upon receipt of 72-hours prior written (facsimile) notice from one (1) to twenty (20) buses which comply with the "Vehicle Condition/Additional Equipment" requirements listed in Exhibit D of the contract documents.

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

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

d. Use of Employee Drivers Only. The CONTRACTOR shall only utilize the bus drivers who are listed on the "Proposed School Bus Drivers" form, except as such list of drivers is revised with the prior written consent of the DISTRICT. The CONTRACTOR covenants and agrees that all drivers which shall perform services under this Agreement shall be employees of the CONTRACTOR and shall not be performing the pupil transportation services as an independent contractor or under subcontract with another entity or individual.

16. Failure of Contractor to Provide Satisfactory Service.

It is agreed by the CONTRACTOR and the DISTRICT that, from the nature of services to be rendered, it is impracticable and difficult to fix actual damages to the DISTRICT through failure of the CONTRACTOR to provide the services as specified (including, but not limited to, equipment and drivers). Therefore, in the event the CONTRACTOR's performance does not conform to the

requirements of this Agreement; the DISTRICT is authorized to withhold payment of amounts otherwise due under the terms of the contract as specified below, except that CONTRACTOR will not be assessed damages for delays due to weather, road construction or traffic delays beyond the control of the CONTRACTOR and payments will not be withheld without CONTRACTOR first being given written notice that the service is not satisfactory.

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

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

17. Hold Harmless Agreement.

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

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

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

c. The CONTRACTOR, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability through legal counsel satisfactory to the DISTRICT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

18. Termination.

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

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

c. This Agreement may be terminated by either party hereto should the other party breach or fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for thirty (30) days after notice thereof is delivered by the non-breaching party. For purposes of this subsection, the CONTRACTOR shall be deemed to be in breach of this Agreement should the CONTRACTOR: (i) refuse or fail to perform those services required under the Agreement, or to provide the DISTRICT with efficient, safe and economical pupil transportation services, or any separable part thereof, including properly trained personnel; (ii) make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency; (iii) repeatedly or persistently refuse or fail to provide personnel in quantities required to provide pupil transportation services as herein specified; (iv) persistently disregard laws, ordinances, or instructions of the DISTRICT; or (v) otherwise be guilty of a substantial violation of this Agreement.

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

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

19. Dispute Resolution.

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

b. Services Pending Outcome. CONTRACTOR agrees to proceed with all services ordered by the DISTRICT pursuant to this Agreement pending the outcome of any claim, dispute,

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

20. Availability of Funds for Subsequent Fiscal Years.

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

21. Independent Contractor.

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

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

22. Notices.

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

To the District: Covina-Valley Unified School District
519 East Badillo Street
Covina, CA 91723
Attention: Robin Harbert

To the Contractor: _____

Attention: _____

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

23. Force Majeure.

The parties to the Agreement may be excused from the performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by Act of God, fire, strike, loss of transportation facilities, lockout, commandeering of materials, products,

plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

24. Authority.

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

25. Assignment.

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

26. No Waiver.

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

27. Provisions Required by Law.

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

28. Severability.

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

29. Extent of Agreement.

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

30. Counterparts.

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

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

DISTRICT:

Covina-Valley Unified School District

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION CERTIFICATION

**“As-Needed” Pupil Transportation Services
Bid No. 13-14-101**

Labor Code section 3700

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

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

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

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

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

[Signatures follow on next page]

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

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

CRIMINAL RECORDS CHECK CERTIFICATION
(Contractor Fingerprinting Requirements)

“As-Needed” Pupil Transportation Services
Bid No. 13-14-101

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 2013 by and between Covina-Valley Unified School District (“District”) and _____ (“Contractor”) for the provision of pupil transportation services, Contractor hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor’s Representative

Date

DRUG-FREE WORKPLACE CERTIFICATION

“As-Needed” Pupil Transportation Services Bid No. 13-14-101

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

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

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

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

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

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

CONTRACTOR

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____