



BID OPPORTUNITY

for

PUPIL TRANSPORTATION

SERVICES

May 29, 2024

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**SAUGUS UNION SCHOOL DISTRICT
NOTICE TO BIDDERS FOR PUPIL TRANSPORTATION SERVICES – BID NO. 23-24-7230**

1. Notice is hereby given that the Governing Board (“Board”) of the Saugus Union School District, (“District”), will receive sealed bids for a contract for pupil transportation services. Currently the District transports approximately 180 special education students Monday through Thursday and approximately 140 special education students on Fridays. There are currently 13 routes. The District also requests the availability of activity buses for field trip transportation.
2. Sealed Bids will be received until **3:00 p.m., May [29], 2024**, at the District’s administrative offices, 24930 Avenue Stanford, Santa Clarita, CA 91355, at which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be deemed non-responsive and returned to the bidder.
3. All bids shall be on the forms provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, this Bid Form and its attachments and the form of Agreement and its attachments.
4. A **mandatory pre-bid conference** will be held on **May [14], 2024, at 2:00 P.M.** at the District Office Maintenance Department, 24930 Avenue Stanford, Santa Clarita, CA 91355.
5. Contract Documents may be obtained from [Suki Huitink], Maintenance Department or via <https://www.saugusud.org/Maintenance-and-Operations>
6. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
7. The District shall award the bid, if it awards it at all, to the responsive bidder who the District determines can best provide pupil transportation services at the lowest possible cost consistent with proper and satisfactory service. The District reserves the right to let the Contract to other than the lowest bidder as authorized by Education Code section 39802.
8. The contract will contain a liquidated damages clause.

Advertised: 4/[23]/24 & 4/[30]/24

INSTRUCTIONS TO BIDDERS

The Saugus Union School District ("District") seeks a qualified entity to provide home-to-school bus services for the District's special education students, and to provide transportation services for the District's special trips. The District currently transports approximately 180 special education students Monday through Thursday, and 140 special education students on Friday. The District currently operates thirteen (13) routes. The successful bidder shall perform the required services at the District's facilities utilizing District vehicles. In addition, the successful bidder may be required to provide vehicles as requested by the District. **The District is not required to award the contract to the lowest bidder, and the District may award the contract to the bidder at the lowest possible figure consistent with proper and satisfactory service. (Education Code § 39802.)**

Bidders shall follow the instructions in this document and shall submit all documents, forms, and information required. If the submitted information is incomplete, bidder's bid may be rejected in the sole discretion of the District.

1. The District will receive sealed bids as stipulated in the Notice to Bidders.
2. Bidders must submit bids on the Bid Form. Bids shall be submitted in the following format and quantity:
 - a. One (1) hardcopy original
 - b. One (1) electronic copy in .pdf format or thumb-drive.
3. Bidders must supply all information required by each Bid Document. Bids must be full and complete. The District reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Noncollusion Affidavit, and
 - b. Bidders Qualifications Questionnaire & Certification
4. A bidder to whom a Contract is awarded by a District shall have **SEVEN (7)** days after the date of a notice of award, to enter into a Contract and submit required insurance certificates and all other required documents. If that bidder fails to timely enter into a Contract, that bidder agrees that the District has a right to pursue that bidder for damages based on that bidder's failure to timely enter into a Contract with that District.
6. Bids shall be clearly written without erasure or deletions. The District reserves the right to reject any bid containing erasures or deletions.
7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Except as required to produce and submit a hardcopy or electronic duplicate copy of its original hardcopy bid submission, bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
8. Submission of Bid signifies careful examination of all Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, this Bid Form and its attachments and the form of Agreement and its attachments, and complete understanding of the nature, extent, and location of services to be performed. Bidders must complete the tasks listed below

as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to the District that bidder has fully completed the following:

- a. Bidder has examined thoroughly and understood the nature and extent of the Contract Documents, services and all federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of services or that relate to any aspect of the means, methods, techniques, sequences, or procedures to be employed by bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the services to be performed or otherwise that may affect the cost, progress, performance, or furnishing of services, as bidder considers necessary for the performance or furnishing of services at the Contract sum, within the Contract time, and in accordance with the other terms and conditions of Contract Documents and no additional examinations, investigations, reports, studies, or similar information or data are or will be required by bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that bidder believes any representative of the District or other officer or employee of the District presently has or will have in the contract or in the performance thereof or in any portion of the profits thereof;
 - f. Bidder must, prior to bidding, perform the services, investigations, research, and analysis required by this document and that bidder represented in its Bid Form and Proposal, and the Agreement that it performed prior to bidding. A bidder under the Contract Documents is charged with all information and knowledge that a reasonable bidder would ascertain from having performed the required services, investigation, research, and analysis. Bid price must include entire cost of all services "incidental" to completion of the services.
9. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents, as well as posted at <https://www.saugusud.org/Maintenance-and-Operations>
10. Questions received less than **SEVEN (7)** days prior to the date for opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

12. Each bidder must acknowledge each addendum on its Bid Form and Proposal by number or its bid shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from the District.
13. All bids must be sealed and marked with name and address of the bidder. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with **"PUPIL TRANSPORTATION SERVICES."**
 - b. Bids must be submitted by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents and information as required herein.
14. Bids will be opened at or after the time indicated for receipt of bids.
15. The District, if it awards a Contract, may issue a Notice to Proceed within **SIX (6)** months from the date of a notice of award. Once the bidder selected by the District for award of the Contract ("Contractor") has received the Notice to Proceed, the Contractor shall begin performing services within the period of time indicated in the Contract.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 6- month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.
 - b. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within **TEN (10)** days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the services that Contractor had performed up to the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
16. The bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of a notice of award. Failure to properly and timely submit these documents entitles District to postpone issuing a notice of award. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of a notice of award. Should the Contract be terminated as a result of Contractor's failure to properly and timely submit the following documents, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
 - a. Agreement: To be executed by successful bidder. Submit four (4) copies, each bearing an original signature.

- b. Insurance Certificates and Endorsements as required.
 - c. Workers' Compensation Certification.
 - d. Drug-Free Workplace Certification.
 - e. Criminal Background Investigation/Fingerprinting Certification.
17. Any bid protest by any bidder must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The protest must include the name, address and telephone number of the person representing the protesting party.
 - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - e. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
18. The District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the services. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some service items and/or enhanced prices for other service items.
19. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
20. Prior to the award of Contract, District reserves the right to consider the responsibility of the bidder and to evaluate information submitted by a bidder to determine who can provide pupil transportation services at the lowest possible figure consistent with proper and satisfactory service. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of bidders and other persons and organizations to perform and furnish the services in accordance with the Contract Documents to District's satisfaction within the prescribed time.

BID FORM

To: Governing Board of Saugus Union School District ("DISTRICT").

From: _____ (Proper Name of Bidder)

The undersigned ("Bidder") declares that the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, this Bid Form and its attachments and the form of Agreement and its attachments, have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the Contract Documents. Proposed prices must be submitted below.

DISTRICT will either provide its own buses or use buses provided by the Bidder. DISTRICT estimates that it will need [4] buses to be provided by Bidder.

Part One – Home to School Services – <u>District</u> Owned Buses (180 Days)							
Service Description	4-Hour Minimum		5-Hour Minimum		8-Hour Minimum		Hourly
	Daily Rate For 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Daily Rate for 8 hour minimum (per bus)	Hourly rate for service exceeding 8 hours (per bus)	Hourly for specified services (per bus)
Transit Bus	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Conventional	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Cut-a-way Van	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Non-conforming Van	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Part One (Continued) – Home to School Services – <u>Bidder</u> Owned Buses (180 Days)							
Service Description	4-Hour Minimum		5-Hour Minimum		8-Hour Minimum		Hourly
	Daily Rate for 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Daily Rate for 8 hour minimum (per bus)	Hourly rate for service exceeding 8 hours (per bus)	Hourly for specified services (per bus)
Transit Bus	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Conventional	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Cut-a-way Van	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Non-conforming Van	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Part Two – Home to School Summer Services – <u>District</u> Owned Buses (19 Days)					
Service Description	4-Hour Minimum		5-Hour Minimum		Hourly
	Daily Rate for 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Hourly for specified services (per bus)
Transit Bus	\$_____	\$_____	\$_____	\$_____	\$_____
Conventional	\$_____	\$_____	\$_____	\$_____	\$_____
Cut-a-way Van	\$_____	\$_____	\$_____	\$_____	\$_____
Non-conforming Van	\$_____	\$_____	\$_____	\$_____	\$_____

Part Two (Continued) – Home to School Summer Services – <u>Bidder</u> Owned Buses (19 Days)					
Service Description	4-Hour Minimum		5-Hour Minimum		Hourly
	Daily Rate for 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Hourly for specified services (per bus)
Transit Bus (0)	\$_____	\$_____	\$_____	\$_____	\$_____
Conventional (7)	\$_____	\$_____	\$_____	\$_____	\$_____
Cut-a-way Van (5)	\$_____	\$_____	\$_____	\$_____	\$_____
Non-conforming Van (0)	\$_____	\$_____	\$_____	\$_____	\$_____

Part Three – Special Trips					
Service Description	4-Hour Minimum		5-Hour Minimum		Hourly
	Daily Rate for 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Hourly for specified services (per bus)
Price for District-owned Buses (Non-Conflicting):	\$_____	\$_____	\$_____	\$_____	\$_____
Price for District-owned Buses (Conflicting):	\$_____	\$_____	\$_____	\$_____	\$_____
Price for Contract-owned Buses (Non-Conflicting):	\$_____	\$_____	\$_____	\$_____	\$_____
Price for Contractor-owned Buses (Conflicting):	\$_____	\$_____	\$_____	\$_____	\$_____

Part Four RESPOND ONLY IF THE DEVICE IS NOT INCLUDED IN THE ABOVE RATES	
Device Description	Rate per bus
Camera: One-time cost per bus for installation, operation and maintenance, where requested.	\$_____
GPS: One-time cost per bus for installation, operation and maintenance, where requested.	\$_____
GPS: Monthly cost for data access.	\$_____
Other _____ per bus.	\$_____
Other _____ per bus.	\$_____

TOTAL BID PRICE: The total Bid Price will be a determined from the above rates, and the District shall weigh the above rates as follows:

- Three times the sum of all responses to Part One
- One times the sum of all responses to Part Two
- One times the sum of all responses to Part Three
- One times the sum of all responses to Part Four

1. Each Bidder shall submit with its Bid a complete listing of specifications identifying the Bidder owned vehicles (including year, manufacturer, model, the bus chassis and bus body) to be used

in its providing of Services to the District should Bidder be awarded the Contract. Vehicles so specified shall meet or exceed current Federal and California minimum standards governing school transportation vehicles, effective as of the date of bid submittal.

2. The following documents are attached hereto:

- The Noncollusion Affidavit
- Bidder Qualifications Questionnaire & Certification

3. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

4. The undersigned has reviewed the services outlined in the Contract Documents and fully understands the scope of services required in this Bid Form and Proposal, understands the function(s) described in the Contract Documents, and that the Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District awarding the Contract, and agrees that its Bid Form and Proposal, if accepted by a District, will be the basis for the Bidder to enter into a Contract with the District in accordance with the intent of the Contract Documents.

5. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the District before the bid date to verify the issuance of any clarifying Addenda.

6. The undersigned agrees to commence services under the contract on the date established in a Notice to Proceed and to complete all services within the time specified in the Contract Documents.

7. The liquidated damages clause of the Contract is hereby acknowledged.

8. It is understood that the District reserves the right to reject these bids and that these bids shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed that relate in any way to the Bidder's services.

10. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the performance of the services that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the services with respect to such hazards.

12. The Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by any applicable authority to do the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the type of services called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

BIDDER QUALIFICATIONS QUESTIONNAIRE & CERTIFICATION

The following questionnaire is a part of this Request for Bid. The information provided in response to this questionnaire will be used for evaluating the qualifications of the Bidder to perform the work to be done. The questionnaire must be responded to in detail, accurately and completely, and submitted with other parts of your bid. Any errors, omissions, or misrepresentation of information may be considered to be a basis for the rejection of the bid and may be grounds for cancellation of any agreement executed as result of the Request for Bids. When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Pupil Transportation Services Agreement ("Agreement").

Bidders should number and repeat the questions exactly as they appear below on their response in order to facilitate review by the District. Manuals, or other lengthy materials, should be attached to this questionnaire and specifically indexed in the space provided in the last section. Simply attaching a manual does not constitute an answer to a question. The specific answer should describe how the manual is used in the area in question. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides pupil transportation services to the District.

Each prospective bidder must submit the following information to establish its qualifications to perform the work of the contract.

1. BIDDER'S INFORMATION.

Firm name: _____

Number of years performing type of work called for in this bid: _____

Types of work performed with own forces: _____

Number of years in business under firm name: _____

Names of all general partners: _____

Names of all corporate officers: _____

Names of all joint venture members: _____

Other (please describe): _____

2. REFERENCES. Describe the type of experience that the Bidder has, including the organization, address, phone number and principal contact for **pupil transportation service contracts** that the Bidder has performed similar to the services the District is seeking, in the past five (5) years. Include contract term and a brief description of the services performed on each contract including. Multi-state providers may, at their option, list only contracts in the State of California. **Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.**

A. Name of Entity: _____

(1) Description of Services: _____

(2) Address(es)/location(s): _____

- (3) Original Contract date: _____
- (4) Length of Contract: _____
- (5) Contract value (as of time of bid award): \$ _____ /month
- (6) Liquidated damages assessed (If yes, explain): _____
- (7) Contact for verification (name and telephone number for District or other public or private entity reference): _____

- B. Has your organization been assessed any penalties for non-compliance with any federal, state, local, city, or county laws and/or regulations within the past five (5) years? If yes, indicate on separate sheet(s) of paper the circumstance(s), violation(s), penalty(ies) and date(s): _____
- C. Is your organization currently under investigation for any charge or claim for non-compliance with any federal, state, local, city, or county laws and/or regulations? If yes, indicate on separate sheet(s) of paper the circumstance(s), nature of the charge(s) or claim(s) and current status: _____
- D. Has your organization been cited for violations of any safety regulations, within the past five (5) years? If yes, indicate on separate sheet(s) of paper the circumstance(s), violation(s) and date(s) of citation: _____
- E. Has your organization ever been formally disqualified from performing services for any school district or other public agency within the State of California? If yes, indicate on separate sheet(s) of paper the circumstance(s), address/location(s), date(s) and reason(s) for disqualification: _____

3. **MANAGEMENT.**

- A. Provide the name and a resume of experience for the individual who will manage bidder's operation under the terms of this contract ("Manager"). State specifically the amount of time that this person will dedicate to the bidder's operation under this contract. The Bidder's response should include a statement that no change will be made in this management position without the express written consent of the District, both to the change in general and to the name and qualifications of the replacement.
- B. Provide the names and brief resume for the person within the Bidder's organization who will have immediate supervisory authority over the Manager. Also provide the address and office phone number for this person.
- C. Provide the names and a resume of experience for the individuals who will manage bidder's recruitment and training of providers for the services under the terms of this contract. State specifically the amount of time that the person will dedicate to the bidder's operation under this contract. The Bidder's response should include a statement that no change will be made in the management positions without the expressed written consent of the District, both to the change in general and to the name and qualifications of the replacement.

- D. Provide a brief job description for each position, in addition to those outlined above, that will be assigned to the bidder's operation under this contract, including the amount of time dedicated to this operation.
4. **SERVICE IMPLEMENTATION PLAN.** Provide a preliminary plan, including proposed time schedules, for implementing the Bidder's services under the Agreement assuming the anticipated needs of the District. The District recognizes that this plan will not be binding and there is limited specific data upon which to prepare a plan, but include a discussion on each of the following critical areas:
- A. Assignment of Management personnel.
- B. Recruitment, selection and training of providers.
- C. Familiarization with the District.
5. **ATTACHMENTS.** List here each item that has been attached to this questionnaire as part of the answers to the questions above. Each attachment should be numbered and include a cross reference to the question to which it is related.
6. **CERTIFICATION.** I, the undersigned, hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am a representative of the bidder named below, and am duly authorized to execute contracts on behalf of the Bidder. I further hereby certify that all of the information presented in answer to the questions contained in this Bid Questionnaire is complete and accurate and that no relevant information has been intentionally withheld. I understand that, should the District award a contract for Pupil Transportation services to the bidder, the information and commitments made within this questionnaire may become a part of the **PUPIL TRANSPORTATION SERVICES AGREEMENT** with the District.

Date: _____

Proper Name of Bidder: _____

Signature: _____

By: _____

Title: _____

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

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

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

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

Date: _____

Proper Name of
Bidder: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

FORM OF AGREEMENT
PUPIL TRANSPORTATION SERVICES AGREEMENT

This Agreement ("Agreement") is made _____, 2024, in Los Angeles County, California, between the Saugus Union School District (the "District") and _____ ("Contractor"). (individually, "Party"; collectively, "Parties.")

WHEREAS, the District desires to engage and the Contractor jointly agrees to provide student bus transportation services ("Services") by entering into this Agreement pursuant to California Education Code section 39800, *et seq.*, and all other applicable laws; and

WHEREAS, the Contractor agrees to perform the Services in accordance with the standards of its profession, to District's satisfaction, and pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1. Communications and Procedures. Parties, through each Party's contact person and in communication and coordination with the other Party, will:

- 1.1.1. Personnel Directory. Establish a directory of personnel to contact for every type of communication relating to this Agreement.
- 1.1.2. Communication Procedures. Establish procedures for all communications regarding the day-to-day implementation of this Agreement to be confirmed in writing by the Parties.
- 1.1.3. Fieldwork Problem Procedures. Establish procedures to handle fieldwork to most effectively prevent problems and, if problems arise, to settle them as quickly and efficiently as possible.
- 1.1.4. Operational Problem Procedures. Establish procedures to resolve disputes involving bus routes, schedules, public relations, and other operational problems relating to this Agreement.
- 1.1.5. Written Procedures Requirement. Agree and set forth in writing the procedures and items required in this section by no later than thirty (30) days after the date this Agreement is fully executed by the Parties and, thereafter by no later than July 1 of each succeeding year, any changes to any of the procedures or items shall be in writing and signed by each Party's contact person. If the Parties are unable to agree on any of the above procedures or items by the time deadlines stated here, District may unilaterally develop written procedures that shall be binding on Contractor.

2. SCOPE OF WORK.

2.1. Generally.

- 2.1.1. As a condition of this Agreement, the District shall allow Contractor to use District-owned buses. If Contractor uses District-owned vehicles, District shall

furnish all equipment, including vehicles, fuel, tools and related equipment, materials and supplies, required for Contractor to provide District with transportation services for persons designated by District to and from certain public schools operated by District and other public agencies and to and from other points as directed by District, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in accordance with this Agreement and all applicable laws. Contractor shall provide transportation services with District-owned vehicles as required in this Agreement and at such times and places as District shall specify. Contractor agrees to use District-owned buses exclusively for the District's transportation programs and needs and that Contractor shall not modify or alter District property or vehicles without prior written consent from the District.

- 2.1.2. The District may also request that Contractor provide Contractor-owned buses to provide the Services provided for herein. In the event that the District requests that Contractor use Contractor-owned buses to provide Services, Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required for Contractor to provide District with Services for persons designated by District to and from certain public schools operated by District and other public agencies and to and from other points as directed by District, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in accordance with this Agreement and all applicable laws. Contractor shall provide Services with Contractor-owned vehicles as required in this Agreement and at such times and places as District shall specify.
- 2.1.3. All District-owned buses shall be housed at the District transportation facility ("District Terminal") as identified by the District. Contractor-owned buses may not be housed at the District Terminal without the written consent of the District. If District provides Contractor with written consent to house and maintain Contractor-owned buses at the District Terminal, the Contractor shall be billed **Four Hundred Dollars (\$400) per-month** for routine and reasonable maintenance, or **Six Hundred Dollars (\$600) per-month** for management, routine and reasonable maintenance, and parking. These rates shall be increased annually by the Greater Los Angeles Consumer Price Index. District may at any time revoke its consent for Contractor to use the District Terminal with **seventy- two (72) hours** written notice to Contractor. The District shall at all times retain priority to utilize vehicle repair bays and parking spots for District-owned vehicles at the District Terminal.
- 2.1.4. The District also agrees to provide to the Contractor access to the transportation maintenance garage and bus parking area, and to provide Contractor space for an office, classroom and lounge.
- 2.1.5. The District at its own expense shall equip, maintain, and install two-way radios on District-owned school buses and in the Dispatcher's office, and shall equip, maintain, and install a base station in the Dispatcher's office.
- 2.1.6. District reserves the right to change school hours; adjust school start and ending times; change any aspect of or delete any established bus routes; add new bus

routes; change, increase, or decrease the number and type of vehicles required; change any school site to which transportation services will be provided; and/or change the number of or particular students assigned to a vehicle or bus route.

- 2.1.7. If Contractor does not have the required vehicle(s) and/or trained personnel available or District determines that the needs or preferences of District and/or certain student(s) require transportation services provided by another company or entity, District, at District's discretion, own expense and without any notice, obligation, or liability to Contractor, may retain another company or entity to provide transportation services for District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Agreement.
- 2.1.8. The District shall provide to Contractor, for the Contractor's use during the Agreement Term, a shop truck suitable for emergency repairs on the road, which shall only be used in connection with Services related to this Agreement.
- 2.1.9. Contractor shall bear any costs for telephone phone services at the District Terminal, or at the location at District property where Contractor operates.
- 2.1.10. Contractor shall be responsible for eighty percent (80%) of the cost of electricity, water, trash service and natural gas for the Contractor's portion of the District Terminal or other District facility used by Contractor. Contractor shall be responsible for the upkeep and maintenance of the use portion of the District Terminal or other District facility used by Contractor.
- 2.1.11. Contractor shall be responsible for the cost of repair for damage to District facilities cause by Contractor, its employees, or agents, for lack of proper care of District property, facilities, or equipment.

2.2. License, Permits, and Certifications. Contractor shall maintain in good standing throughout the term all licenses, permits, and certifications required by all applicable laws to perform services under this Agreement, and shall enforce strict discipline and good order among its employees and shall not employ any person who is not qualified and trained to operate the required vehicles and equipment, and to handle students.

2.3. Equipment Requirements and Maintenance.

2.3.1. Estimated Number of Vehicles.

- 2.3.1.1. District anticipates that District will need transportation services as described in the document entitled Services attached hereto as **Exhibit "A"** and incorporated by reference.
- 2.3.1.2. The Parties shall communicate and coordinate regarding the particular routes, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Agreement, which quantity shall at all times throughout the term be equal to at least 10 percent of

those vehicles assigned to established bus routes to assure that uninterrupted service can be provided in the event a vehicle suffers mechanical breakdowns or other problems. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

2.3.2. Vehicle Requirements / Conditions of Vehicles. Vehicles that Contractor uses to provide Services shall comply with the following minimum standards:

2.3.2.1. **All vehicles shall be 15 years old or newer as indicated by the year of manufacture.**

2.3.2.2. **Contractor will comply with all California requirements regarding the installation and use of seatbelts by students on school buses.**

2.3.3. Other Requirements for Vehicles. Contractor shall comply with each of the following requirements for each vehicle that Contractor uses to provide Services:

2.3.3.1. **Compliance with Applicable Laws.** Furnish certificates of compliance issued by the California Highway Patrol or other entities acceptable to District, certifying that each vehicle used to provide Services complies with all applicable laws.

2.3.3.2. **Vehicle Identification Number.** Assign an identification number to each vehicle (to be carried or marked by six-inch numerals painted on the front cowl, right rear, and near the entrance door of each vehicle) and furnish District with the description of each vehicle and number on or before July 15 of each year. Except for identification signs stating the particular bus routes, Contractor shall not use any markings or lettering on any vehicle that identifies such vehicle with or as operated by District.

2.3.3.3. **Maintenance.**

2.3.3.3.1. Keep and maintain all vehicles in excellent operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Contractor shall make any or all vehicles available in Contractor's or District's facilities for inspection by District or District's agents for a minimum of four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance.

2.3.3.3.2. Contractor shall not modify or alter District-owned vehicles or equipment without prior written consent from the District.

2.3.3.3.3. All maintenance and repairs to District owned vehicles shall comply with applicable manufacturer specifications.

2.3.3.3.4. In the event that a change in law or applicable rules and regulations require modification to District vehicles, or if special equipment or devices are required due to the specific needs of a student being transported, Contractor shall, after notification from the District, perform such modifications at the District's expense, unless such modifications are being made to Contractor-owned buses. If Contractor becomes aware of the need for a modification, Contractor shall **immediately** notify the District.

2.3.3.4. **Communication Devices.**

2.3.3.4.1. For Contractor-owned buses, Contractor shall equip all vehicles used to provide transportation services under this Agreement with an immediate means of communication to Contractor's base of operations and the dispatcher's office by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone. The wattage power of the base station at Contractor's base of operations and the mobile radio units shall be sufficient with 95 percent operability to a distance 10 miles beyond any boundary of the District from the transmitting tower. It is preferred that the frequency band be used solely for District. Contractor shall maintain spare mobile two-way radio units to ensure that communications capability shall be readily available at all times. Radio units to be used in service for this Agreement will operate on an 800 or 450 MHZ frequency. Contractor shall provide District and each public agency designated by District with one monitor at locations designated by District.

2.3.3.5. **Additional Equipment.** Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in Exhibit "A" to this Agreement, or (3) agreed to by the Parties in writing.

2.3.3.6. **Other Equipment.** Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. All such equipment shall be provided by Contractor at Contractor's sole expense.

2.3.3.7. **Authority to Remove Vehicle from Service.** Upon District's notification, Contractor shall **immediately** remove vehicles from performing Services under this Agreement specified as unfit for service and shall not be returned to service without the District's express written approval. The District will provide specific reasons for requests to remove buses from service, and the Contractor will remedy any identified deficiencies, to the extent that any such deficiency can be remedied, promptly in accordance

with the maintenance and repair priorities as set forth herein.

2.3.3.8. Prioritization of Inspection and Repairs.

2.3.3.8.1. Contractor shall develop a method of recording on or before Thursday (in advance of weeks in which service will be provided) a list of preventative maintenance, brake, and transmission inspections and tune-ups which must be completed during the two-week period which begins the following Sunday. If a vehicle reaches the maximum number of miles or of calendar days legally permitted between preventative maintenance inspections, it shall be removed from service until the inspection is complete, and until the bus is determined fit for service as provided for herein.

2.3.3.8.2. On or before every Thursday, Contractor shall develop a revised master list of repairs needed to be made to all vehicles which transport District students. When any repair on that list is completed, it shall be initialed by any Fleet Technician or other mechanic making the repair, certifying such repair as completed. The master list of repairs shall include defects needing repair which are noted by any of the following sources: (1) Drivers; (2) Any Governmental Authority, including Law Enforcement Authorities; (3) Contractor's staff; (4) District's staff; (5) Repairs from a previous master list that have yet to be made; or (6) Buses having reached or exceeded the maximum number of miles or calendar days between preventative maintenance intervals, in which case such an interval is deemed a defect in need of repair.

2.3.3.8.3. Contractor shall adhere to the following with respect to the master list of repairs:

2.3.3.8.3.1. Any vehicle shall be declared unfit for service and removed from service if the vehicle:

2.3.3.8.3.1.1. Does not comply with legal requirements;

2.3.3.8.3.1.2. Is defective in a way that threatens the safety of bus passengers or of persons near or around the vehicle;

2.3.3.8.3.1.3. Is defective in a way that, if the vehicle is operated, may damage the vehicle or damage District property;

2.3.3.8.3.1.4. If the vehicle has cosmetic scratches greater than sixteen (16) inches or dents of any size, which may be waived in writing by the District

2.3.3.8.3.2. In the event that a vehicle is declared unfit for service, the District shall be **immediately** notified. Vehicles declared unfit for service shall not be returned to service until any defect is corrected, to the extent such a correction may reasonably be made.

2.3.3.8.3.3. Vehicles for which there are the fewest spares (meaning a vehicle a vehicle of sufficient capacity to meet the District's needs for a Bus Route or Special Trip) and which are declared unfit for service, shall have priority for repair. The next priority thereafter shall be those vehicles that can be repaired the quickest and which are unfit for service.

2.3.3.8.3.4. Vehicles needing repairs, but are **not** unfit for service, may remain in service, and shall be repaired at the convenience of the Contractor, so as to minimize disruption to the Services. At the time of those vehicles' next inspection, they shall be repaired before being returned to service.

2.3.3.9. Repairs to Vehicles Beyond their Depreciated Life.

2.3.3.9.1. The District may own vehicles that may have been owned beyond the anticipated vehicle life. The district will pay a percentage of Major Repairs on these vehicles if the repairs are completed in the Contractor's shop. "Major Repairs" are engine, transmission, differential and wheelchair lift replacements. Contractor is deemed to have knowledge of the age and status of the District-owned vehicles by entering into this Agreement.

2.3.3.9.1.1. For Diesel Vans that are fifteen (15) years of age, the District shall contribute fifty percent (50%) for Major Repairs.

2.3.3.9.1.2. For Conventional Buses that are twenty (20) years of age, the District shall contribute fifty percent (50%) for Major Repairs.

2.3.3.9.1.3. For Transit RE Vehicles that are twenty-five (25)

years of age, the District shall contribute fifty percent (50%) for Major Repairs.

2.3.3.9.2. District shall not contribute any payment for any portion of repairs caused or related to driver neglect or improper use, maintenance, or repair.

2.3.3.10. **Painting of Vehicles.** The District may paint vehicles at its own expense. Contractor shall be responsible for the cost of any body damage repair resulting from or during Contractor's operation of vehicles.

2.3.4. Maintenance Services Not Included in Agreement. For any maintenance not included in this Agreement, Contractor shall provide maintenance services to District, at the District's request, at a rate of **Forty-Five Dollars (\$45) per-hour**. Extra maintenance services shall be billed on a monthly basis and invoiced as provided for herein.

2.3.5. Fuel and Other Purchases. District shall purchase and provide all necessary fuels for District-owned vehicles. For Contractor-owned vehicles, Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Agreement. Unless approved otherwise by District in writing, Contractor shall use only diesel and, with District's written pre-approval, non-gasoline fuel for any vehicles that will be used to transport students under this Agreement. For Contractor-owned vehicles, unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this Agreement. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services in connection with Contractor-owned vehicles under this Agreement.

2.3.6. Physical Location and Control of District Vehicles. All District-owned vehicles used by Contractor pursuant to this Agreement shall be parked and maintained at the District's Terminal. No maintenance or repairs shall be performed at another location absent the District prior written consent.

2.3.7. Right to Demand Replacement Vehicles. Notwithstanding the foregoing, in the event that a Contractor-owned vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to demand that vehicle be retired from service under this Agreement, and the Contractor shall thereafter replace it with a vehicle satisfactory to the District. The Parties agree that a vehicle that cannot start or complete its scheduled route for two (2) trips during a one-month period is *presumptively* not performing to the reasonable satisfaction of the District, and that such presumption is conclusive of the issue.

2.4. Contractor Staffing Requirements.

2.4.1. Number of Drivers. At all times during the Agreement Term, Contractor shall provide adequate number and qualified and trained drivers to cover all Bus Routes and such other transportation services as District may need, and shall

remain in effect notwithstanding any rejection of Contractor driver pursuant to this Agreement. The adequate number of drivers shall be determined by the District subject to the following formula: (a) the number of Bus Routes plus ten percent (10%) cover driver ration; and (b) the sum number of Bus Routes and Special Trips. Should Contractor fail to provide sufficient drivers, the District may secure such services and reduce the Contractor's next invoice by the cost of such services.

2.4.2. Driver's Wages. Contractor shall pay each driver employed to provide Services under this Agreement at least **Twenty-Three Dollars (\$23) per hours**, exclusive of Contractor provided benefits, subject to the same escalator provided for in the "Rate Adjustment" section herein. Driver's performing services under this Agreement shall be paid a minimum of five (5) hours per day, except when a work assignment is cancelled.

2.4.3. Minimum Qualifications of Drivers.

2.4.3.1. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Agreement, including, without limitation: training sufficient to obtain a School Bus Driver's Certificate; training to ensure proficiency in the type(s), brake system(s), or transmission(s) of vehicle(s) to which any driver might be assigned; specialized training required to transport student with disabilities, medical, or other special needs, to the extent that a driver will be assigned to a route in which any such students will be transported. Prior to a driver employed by the Contractor performing Services under this Agreement, and at the District's discretion, drivers may be required to participate in two (2), four (4) hour training sessions regarding orientation, pupil management, and the District's disciplinary standards.

2.4.3.2. Continuing Training. Contractor shall require every driver to complete the following continuing training each year:

2.4.3.2.1. If a driver performing Services under this Agreement is involved in an accident or incident that the District in its discretion deems to be preventable, the affected driver shall participate in four (4) hours of mandatory behind the wheel training. The Contractor shall not allow the affected driver to perform transportation services under this Agreement until proof of such retraining is provided to the District.

2.4.3.2.2. Any training required to maintain any licenses or permits required under this Agreement.

2.4.3.2.3. Any training other training mutually agreed upon by the District and the Contractor.

2.4.3.3. Minimum Health Requirements.

- 2.4.3.3.1. Contractor shall ensure that each driver employed by Contractor shall be in good health to ensure that adequate service is provided to the District.
- 2.4.3.3.2. Contractor shall ensure compliance with Motor Carrier Safety Regulations (Title 49, sections 391.41 through 391.49 of the Code of Federal Regulations). Prior to performing transportation services under this Agreement, every driver employed by Contractor shall submit to the Contractor a completed Medical Examiner's Certificate. At District's request, Contractor shall provide the District the Medical Examiner's Certificate of any driver providing transportation services under this Agreement. Contractor shall ensure that any contractor of employment for any employee providing Services under this Agreement shall consent to such release.
- 2.4.3.4. Contractor shall assign the same driver to the same Bus Route whenever possible.
- 2.4.3.5. Before any driver performs transportation services under this Agreement, the Contractor shall ensure that the driver has driven the entire route to which he or she will be assigned at least one (1) time in the presence of another driver employed by Contractor who is familiar with the route and stops along the route. This "practice route" requirement is materially different than the "dry run" requirement herein.
- 2.4.3.6. Drivers shall be knowledgeable of the contents of this Agreement, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.
- 2.4.3.7. When a route requires transportation of a student(s) with special needs, or when a vehicle requires any special expertise to operate, all drivers providing transportation services under this Agreement who shall transport such students or operate such vehicles shall first complete special training relevant to those special requirements, as determined by the District. The District may also choose to establish any required compliance with other requirements which are reasonably related to the special services performed by drivers (e.g., the District may require that all drivers or employees who will have to lift physically handicapped children in and out of vehicles be capable of performance).
- 2.4.3.8. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and shall insure that such drivers exercise caution at all times.
- 2.4.3.9. Drug Testing.

2.4.3.9.1. Prior to performing transportation services under this Agreement, all drivers shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as **Exhibit "C"** and incorporated by reference.

2.4.3.9.2. Any individual providing Services under this Agreement who is involved in an accident while providing Services, regardless of fault, who suffers a work- related injury, or any person that either the Contractor or District reasonably believe to be under the influence of drugs, alcohol, or any other controlled substance while performing any services under this Agreement, shall be subject to drug testing. Before any driver or employee provides transportation services under this Agreement, the Contractor must release to the District the results of any drug test. If any driver or employee performing services under this Agreement is found to have been under the influence of drugs, alcohol, or any other controlled substance, the driver or employee shall not be eligible to perform services under this Agreement.

2.4.3.9.3. The Contractor shall remove any employee or driver from providing transportation services under this Agreement if the driver or employee:

2.4.3.9.3.1. Refuses to submit to a drug test;

2.4.3.9.3.2. Consumes, possesses, or sells alcohol, drugs, or any other controlled substances on District property or while providing transportation services under this Agreement;

2.4.3.9.3.3. Has been found to have violated any laws pertaining to drugs, alcohol, or any other controlled substance.

2.4.3.10. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal regulations concerning their use.

2.4.3.11. All drivers shall be well groomed and in uniform with the name of Contractor imprinted (patch acceptable) on the front shirt pocket or sleeve area, so as to be easily visible. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a time

piece with them while on duty so that the drivers can maintain established scheduled times.

2.4.3.12. All drivers shall be trained and certified in cardiopulmonary resuscitation (CPR).

2.4.3.13. Contractor shall provide all drivers with training in car seat installation by a certified instructor.

2.4.3.14. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs; the District may provide Contractor with curriculum materials required contractor to provide any special training required by the District. Contractor shall require that each driver employed by the Contractor attend eight (8) such sessions each school year.

2.4.3.15. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this Agreement and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement or arrangement with any employee, person, group, or organization that will, in any way, interfere with Contractor's ability to perform to the full extent of this Agreement. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Agreement and the control of Contractor's employees. District shall have the right to require Contractor to remove any driver or other employee at any time without cause, and shall retain the right to reject or approve any new driver or employee.

2.4.4. Manager/Supervisory Staff. Contractor shall provide, at a minimum, the following management and supervisory staff ("**Supervisory Staff**"):

2.4.4.1. General Manager. To deal directly with District on all matters concerning the implementation and operation of this Agreement. The General Manager shall be at the District Terminal on all days that school is in session and shall serve as the Contractor's representative. The General Manager shall not have responsibilities at another location. The General Manager shall maintain a valid School Bus Driver's Certificate at all times. If either the Dispatcher or General Manager are not at the District Terminal, General Manager shall be responsible for designating an employee to be the Contractor's representative in their absence. General Manager shall be paid a minimum of **Eighty-Five Thousand Dollars (\$85,000)**, excluding Contractor offered benefits.

2.4.4.2. Dispatcher. Dispatcher shall act as the General Manager in his or her absence. The Dispatcher shall be at the District Terminal on all days that school is in session. The Dispatcher shall dispatch and control Bus Routes and schedule implementation as set

forth in the Bus Route Schedule or agreed upon otherwise by the Parties (this may be a shared responsibility of the General Manager). The Dispatcher shall not have responsibilities at another location. The Dispatcher shall maintain a valid School Bus Driver's Certificate at all times. At minimum, there shall be a Dispatcher at the District Terminal at all times vehicles are providing transportation services under this Agreement. The Dispatcher shall be paid a minimum of **Sixty Thousand Dollars (\$60,000)**, excluding Contractor offered benefits.

2.4.4.3. Driver Trainer and Safety Program Specialist. Contractor shall assign at least one full time Driver Trainer/Safety Program Specialist which shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures. The Driver Trainer/Safety Program Specialist shall maintain a valid School Bus Driver's Certificate at all times. The Driver Trainer/Safety Program Specialist shall be on site at the District Terminal on all days that school is in session except when training Contractor employees who are currently serving the District, and when training persons who have applied for employment with the Contractor and who shall serve the District. The Driver/Safety Program Specialist shall be located at the District Terminal and may not be same person as the General Manager. The Driver Trainer/Safety Program Specialist shall not have responsibilities at another location. The Driver Trainer/Safety Program Specialist shall be paid a minimum of **Seventy-Five Thousand Dollars (\$75,000)**, excluding Contractor offered benefits.

2.4.4.4. Fleet Maintenance Supervisor/Fleet Technicians. To be responsible directly to the General Manager for the safety and mechanical condition of all vehicles providing transportation services under this Agreement. Contractor must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for District's inspection at all times. The Fleet Maintenance Supervisor shall not have responsibilities at another location. The Contractor shall only employ "journeyman" Fleet Service Technicians to maintain the vehicles providing transportation services under this Agreement, and shall maintain a mechanic to vehicle ratio of no less than one Fleet Service Technician to every fifteen vehicles. All Fleet Service Technicians must maintain a class B-P license. The Fleet Maintenance Supervisor may be calculated as one-half position when calculating the mechanic to vehicle ration. The Fleet Maintenance Supervisor shall be paid a not less than **Thirty Dollars (\$30) per-hour**, excluding Contractor offered benefits. Fleet technicians shall be paid not less than **Twenty-Five Dollars (\$25) per-hour**, excluding contractor offered benefits.

2.4.4.5. Commercial Vehicle Washer/ Facility Utility Worker. Contractor shall employ an 8-hour employee who will work 80% as a Commercial Vehicle Washer and 20% as a Facility Utility Worker. The vehicle washer is responsible for washing vehicles at a minimum of once a week, both the exterior and interior. The interior of every vehicle shall be cleaned with a disinfectant cleaner that is approved by the District's Safety Director. The Facility Utility Worker is accountable for maintaining the facility daily and

ensuring its security at the end of the shift. The Commercial Vehicle Washer/ Facility Utility Worker shall be paid not less than **Seventeen Dollars (\$17) per hour**, excluding contractor offered benefits, and shall not be utilized to drive Bus Routes. A commercial license is preferred. As an alternative, Contractor may employ a vehicle washing service, upon District's prior written approval.

2.4.5. Standby Personnel. Contractor shall employ additional bus drivers and support staff required to cover absence of drivers and staff throughout the Agreement Term. The number of substitute employees shall be at Contractor's discretion to assure that all established Bus Routes are covered at all times by qualified and trained drivers.

2.4.6. Fingerprinting and Criminal Background Check Certification.

2.4.6.1. Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as **Exhibit "D"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Agreement any of Contractor's employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

2.4.6.2. Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this Subsection.

2.4.6.3. Contractor's obligations and liabilities under this Subsection to District are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations in this Subsection shall survive the termination of this Agreement.

2.4.7. Tuberculosis Clearance Certification. Contractor shall ensure compliance with

Education Code section 49406, subdivision (I). Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Agreement has been examined and determined by a licensed physician or surgeon within four (4) years of the Agreement Effective Date to not have active tuberculosis. If during the Agreement Term, any of Contractor's drivers who are providing services under this Agreement are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Agreement. Repeat tuberculosis examinations shall be complete every four (4) years.

2.4.8. Workers Compensation Certification. Contractor shall complete, sign, and deliver to District the Workers Compensation Certification attached hereto as **Exhibit "E"** and incorporated by reference.

2.4.9. Student Safety and Information. To ensure student safety, all drivers shall personally check safety devices on all students. Contractor shall provide all drivers with training in car seat installation by a certified instructor.

2.4.10. Driver Evaluation. Contractor and Supervisory Staff shall evaluate every driver at least one (1) time every semester to determine whether each driver can safely and securely operate vehicles pursuant to this Agreement. Contractor shall maintain copies of the evaluations during the drivers' employment with Contractor, and one (1) year thereafter. The District shall be able to review any driver evaluation upon request. All drivers that perform transportation services under this Agreement shall, at all times, maintain a satisfactory rating in all Contractor's evaluation categories.

2.4.11. School Bus Aides. The District may employ and assign aides to Special Education buses, or to other buses at its discretion. When necessary, the District may require the Contractor to provide a substitute aide when a District aide is unavailable, at the District's expense subject to monthly billing. Any aides provided by Contractor shall be familiar with the requirements of this Agreement, and shall be qualified to be a school bus aide.

2.4.12. District Observation. District reserves the right to observe any attendants or drivers at work to assess the interaction between students, attendants, and drivers. District does not accept any responsibility to supervise attendants or drivers.

2.5. Training and Safety Program. Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Agreement and the training of personnel as it relates to the safety of students transported under this Agreement. As required by California Education Code Section 39831.5, the Contractor shall provide at least once each school year instructions on, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held within the first four (4) weeks of each school year. If unexpected problems develop to prohibit such scheduled drills during this time, a make-up drill shall be scheduled as soon thereafter as possible.

2.6. Student Discipline on Vehicles.

- 2.6.1. Each driver providing Services under this Agreement shall be responsible for student discipline on vehicles as specified in section 14103 of Title 4 of the California Code of Regulations.
- 2.6.2. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.
- 2.6.3. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.
- 2.6.4. Contractor will furnish Pupil Conduct Report as approved by District.
- 2.6.5. Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct Report to District site administrator for disciplinary action, and/or suspension or removal from riding on Contractor-operated vehicles.
- 2.6.6. Contractor's drivers and employees are not authorized to remove students from any vehicles.
- 2.6.7. District is responsible to inform students and parents of California laws regarding bus safety and behavior.

2.7. Routing, Scheduling, and Operation of Vehicles.

2.7.1. General Requirements.

- 2.7.1.1. Most students will be transported on a round-trip basis. The normal exceptions will be: (1) in case of illness in school, and (2) when parents transport their children to or from schools. District will attempt to notify Contractor of such situations as they occur.
- 2.7.1.2. Most students will be picked up at a District authorized bus stop location or their residence. To aid Contractor in maintaining a timely schedule, District expects Contractor to wait for any student who is late to a Bus Stop no more than three minutes beyond the established pick up time. Contractor shall be consistent in the time of pick up at each Bus Stop.

2.7.2. Establishment and Scheduling of Bus Routes.

- 2.7.2.1. **Development of Bus Routes.** Before Contractor commences any transportation services under this Agreement, routes for transporting students shall be developed (**individually "Bus Route" and collective "Bus Routes"**) and students shall be assigned to the Bus Routes. Once Bus Routes are established, Bus Routes may not be altered without the District's prior written approval. District shall not be required to pay for

any additional Bus Routes not specifically authorized by the District.

2.7.2.2. **Bus Route Schedule.** Prior to July 15, 2024, and at least annually thereafter, and again on August 1, 2024, and at least annually thereafter, the Parties shall meet and confer to develop and agree upon a “**Bus Route Schedule**” that sets forth, at a minimum, the following information:

2.7.2.2.1. A designation of the Bus Route by a number or sequence of numbers and/or letters.

2.7.2.2.2. The starting and ending time of each run, and the sum of all times for all runs on the Bus Route rounded to the nearest quarter of an hour (15 minutes) (“**Daily Bus Route Time**”). The sum of all times for all runs on a Bus Route shall be considered consecutive for purposes of computing the Daily Bus Route Time despite the fact that the schedule for the Bus Route may require multiple, separate runs or trips in the morning and mid-day, and one or more runs in the afternoon. The Daily Bus Route Time shall be computed starting at the pickup time of the first Bus Stop on a run and ending at the drop off time of the last Bus Stop on that run. All times before and after each run, which shall include, but are not limited to, the time for a vehicle to travel from the District Terminal or Contractor’s facilities to the first Bus Stop or to travel from the last Bus Stop drop off on a run to the District Terminal or Contractor’s facilities, shall not be computed as part of the Daily Bus Route Time.

2.7.2.2.3. The location of each pickup and drop-off of students along each Bus Route (“**Bus Stop**”).

2.7.2.2.4. The time that a vehicle is scheduled to arrive for pickup and drop-off of students at each Bus Stop.

2.7.2.2.5. The total cost for the Bus Route per day (“**Daily Bus Route Rate**”), which Daily Bus Route Rate shall be computed pursuant to the Rate Schedule attached hereto as **Exhibit “B”** and incorporated by reference, to be interpreted in accordance with the terms and conditions herein, including without limitation the supplemental Terms and Conditions attached hereto as **Exhibit “F”** and incorporated by reference. If there is a conflict between the terms **Exhibit “F”** of this Agreement and those of any other portion of this Agreement, the terms of the portion of this Agreement other than **Exhibit “F”** shall control.

2.7.2.2.6. The date on which the Bus Route Schedule becomes effective.

2.7.2.2.7. The signature of each Party’s Contact Person listed on Page 1 of this Agreement.

2.7.2.3. Routing and Scheduling. District shall be responsible, with Contractor's full cooperation, for all routing and schedule of Bus Routes.

2.7.2.4. Contractor Responsibilities. Unless otherwise directed by the District in writing, the following conditions apply:

2.7.2.4.1. Agreement shall not pick up students more than sixty (60) minutes prior to the start of classes without express written approval of the District. No additional buses shall be placed into service without the express written approval of the District.

2.7.2.4.2. Students shall not arrive at their assigned schools earlier than twenty (20) minutes prior to the start of their classes.

2.7.2.4.3. All students shall be picked up at the dismissal time unless the District provides its prior written approval.

2.7.2.5. District Responsibilities. Unless agreed to in writing by the Parties otherwise, District shall have the following responsibilities:

2.7.2.5.1. Assign students to Bus Routes.

2.7.2.5.2. Establish arrival and departure times at schools.

2.7.2.5.3. Assign vehicle capacity to Bus Routes.

2.7.2.5.4. Provide timely information with respect to minimum day schedule.

2.7.2.5.5. Provide special instructions for students requiring special handling, treatment, and/or medication.

2.7.2.6. Dry Runs. To facilitate the development of Bus Routes and Bus Route Schedules, Contractor shall, prior to the opening of each school year and without charge, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of his/her assigned route.

2.7.3. Changes to Bus Routes and Bus Route Schedule.

2.7.3.1. District Initiated Changes. District, with notice to Contractor, may:

2.7.3.1.1. Add or delete one or more Bus Routes at any time during the Agreement Term. Contractor shall implement any such addition or deletion within 10 school days following Contractor's receipt of District's notice to do so.

2.7.3.1.2. Add or delete a pickup or drop-off Bus Stop on any Bus Route. Contractor shall implement such addition or deletion

within two (2) school days following the receipt of notice from District to do so.

2.7.3.1.3. Change the time of pickup and drop-off of students at any Bus Stop, or the starting and ending time of any run, on a Bus Route. Contractor shall implement the change no later than the second school day after District notifies Contractor of the change.

2.7.3.1.4. Add, suspend, or delete transportation services for any student. Contractor shall implement such addition, suspension, or deletion of transportation services the second school day following Contractor's receipt of notice to do so from District.

2.7.3.2. **Contractor-Initiated Changes.** If at any time during the Agreement Term, Contractor determines that transportation services can be improved by revising a Bus Route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Bus Route.

2.7.3.3. **Amendments to Bus Route Schedule.** Any change, deletion, and/or addition to any Bus Route or any related information shall be reflected in writing in a revised Bus Route Schedule, which revised Bus Route Schedule shall state an effective date and be signed by each Party's Contact Person or designee.

2.7.3.4. **School Start/Close Times.** School start and close times are subject to modification at the District's discretion. The District will make reasonable efforts to inform Contractor.

2.8. Scheduling of Field Trips, Athletic Trips, and Trips for District-Sponsored Activities (collectively "Special Trips").

2.8.1. Definitions.

2.8.1.1. "Conflicting Special Trip" shall be a trip that:

2.8.1.1.1. Requires travel at times which all suitable District-owned buses are performing Bus Routes; and/or

2.8.1.1.2. The Trip lasts so late at night that a driver could not perform a regular Bus Route and the trip without exceeding the legal maximum of sixteen (16) hours on duty; and/or

2.8.1.1.3. The trip lasts so late at night that a driver could not spend the legally required minimum eight (8) hours uninterrupted period off duty before starting a regular Bus Route the next day.

2.8.1.2. "Non-Conflicting Special Trip" shall be defined as all Special Trips that do

not constitute a Conflicting Special Trip.

- 2.8.2. Upon District's request and subject to availability of vehicles, Contractor shall provide transportation service for Special Trips. District shall provide notice to Contractor at least two business days before the scheduled Special Trip. If Contractor does not have the required vehicle(s) and/or personnel available at the time requested by District, an alternate time or date may be suggested by Contractor or District may retain, at District's own expense, another company or entity to provide transportation services for the Special Trip. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Agreement.
- 2.8.3. With respect to Conflict Special Trips, Contractor shall provide drivers for at least the number of Conflict Special Trips which can be served by:
 - 2.8.3.1. The number of District-owned vehicles, minus the number of vehicles on regular Bus Routes plus a ten percent (10%) surplus factor (based on the number of routes), rounded down to the next whole number. For the purposes of this calculation, only ninety percent (90%) of District vehicles are assumed to be in service on a regular Bus Route at any given time.
 - 2.8.3.2. Contractor may be required to operate additional Conflicting Special Trips on a specific day if multiple Conflicting Trips can feasibly be run on one (1) vehicle.
- 2.8.4. If more than ten percent (10%) of District Bus Route vehicles are out of service, the Contractor, at District's sole discretion, may be required to provide vehicles, or bear additional cost of subcontracting for vehicles, with the District's prior written approval, in sufficient number to serve regular Bus Routes and/or Special trips, whether it be Non-Conflict Special Trips or Conflicting Special Trips, during the Agreement Term.
- 2.8.5. At the District's sole discretion, the District may schedule additional Conflicting Special Trips with the Contractor that cannot be run on District vehicles. Contractor shall be responsible to operate these trips at the rates charged herein, or at the rates charged by any subcontracting entity, subject to the prior written approval of the District.
- 2.8.6. District may cancel any scheduled Special Trip by notifying Contractor in writing by no later than 10:00 a.m. on the business day before the date of the Special Trip. Upon such notice and cancellation, District shall not be obligated to pay Contractor for services for the Special Trip. If notice of cancellation of a Special Trip is not provided to Contractor within the time stated here, District shall pay to Contractor \$50.00 for each Special Trip that District cancels. District shall not be obligated to pay Contractor for hours of services for the cancelled Special Trip.

2.9. Unscheduled School Closing.

- 2.9.1. District shall not be obligated to pay for any services by Contractor on those days when schools and classes are closed to insure the health and safety of students

or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or other public agency.

2.9.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

2.9.3. District shall notify Contractor of a cancelled Bus Route not less than one hour before the first scheduled pickup Bus Stop. If District fails to give Contractor this one-hour notification, District shall pay Contractor the driver(s)' actual time or minimum call-out time, whichever is less.

2.10. Accident Reports and Citations. All accidents or citations that involve Contractor's personnel while in operation pursuant to this Agreement shall be reported to District. Accidents involving injuries to students or other persons shall be reported to **District immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business days after the accident.

2.11. Reporting Requirements. Contractor shall maintain a file of the following reports:

2.11.1. Fleet Records.

2.11.1.1. Contractor shall maintain the following records for a minimum of three (3) years:

2.11.1.1.1. The number of Bus Routes or shifts during which any vehicle is unavailable for District transportation service due to inspection or repair;

2.11.1.1.2. The number of Bus Routes or shifts during which any vehicle is unavailable for Services due to repairs performed at a site other than the District Terminal;

2.11.1.1.3. The number and details of any roadway breakdowns or halts of service suffered by any vehicle providing Services to the District;

2.11.1.1.4. The commencement and completion dates of every preventative maintenance inspection formed, and vehicle mileage of the time of that inspection; and

2.11.1.1.4.1. The master list of repairs; and

2.11.1.1.5. Contractor's response to or repair of every defected noted on each master list of repairs (e.g., a repair order).

2.11.1.2. At the District's sole discretion, the District may require Contractor to being maintaining additional Fleet Records.

2.11.2. Weekly summary of all late or missed trips (Daily Bus Route or Special Trip) which includes the cause of the problem and any corrective action taken by Contractor;

2.11.3. Copies of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation Vehicle inspection on any buses used for Services under this Agreement;

2.11.4. Accident and incident reports completed by Contractor and any driver, and any accident reports obtained from any law enforcement agency;

2.11.5. Copies of all training logs and records documenting bus driver training and driver certifications; and

2.11.6. All other Contractor reports necessary for District auditing requirements.

2.12. Record Keeping, Retention, Inspection, and Audit.

2.12.1. Contractor shall maintain and retain accurate books and accounting records of all services provided under, for costs billed pursuant to, and all documents required of Contractor under this Agreement for at least five (5) years after the termination of this Agreement. Upon District's request, Contractor shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by District or District's designee. If this Agreement involves the expenditure of funds from the State of California in excess of \$10,000, this Agreement is subject to the State Auditor's examination and audit for three (3) years after final payment under this Agreement at District's request or as part of any audit of District. The obligations of this Subsection shall survive termination of this Agreement.

2.12.2. Contractor shall provide to District within five (5) business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following:

2.12.2.1. Weekly report on all late or missed trips or runs on any Bus Routes, and stating the cause of the problem and corrective action(s) taken.

2.12.2.2. Notification of hazards, problems or obstacles observed by Contractor personnel along any Bus Routes or relating to the Bus Route Schedule.

2.12.2.3. Accurate trip records showing Bus Route number, bus number, type of trip, number of students carried daily, time of route/trip and miles traveled.

2.12.2.4. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

2.12.2.5. Monthly report of vehicles receiving preventative maintenance services.

2.12.2.6. Monthly report of vehicles receiving major repairs.

2.12.2.7. Monthly summary report of Special Trips, showing vehicle number, school elapsed time, mileage, District's authorization and District's cost.

2.12.3. District may carry out such monitoring, evaluation and auditing of any records required by this Agreement as District may deem necessary after written notice to Contractor.

2.13. Use and Handling of Confidential Records and Information. To the extent Confidential Materials, as this term is defined in this Section, are provided to Contractor for its performance of this Agreement, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Agreement, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Agreement.

2.14. Required Documents. At the same time as when Contractor delivers to District this Agreement signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

2.15. Certification Regarding Debarment, Suspension, and Other Ineligibility. If this Agreement is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

3. TERM OF CONTRACT; COMMENCEMENT OF WORK; AND TERMINATION OF CONTRACT.

3.1. Agreement Term and Renewal.

3.1.1. This Agreement shall be for a term of three (3) years commencing on _____, **2024** and shall continue in full force and effect to and including, _____ **2027 ("Agreement Term")**, and may be renewed by

mutual agreement of the Parties for up to two (2) additional one-year terms, unless this Agreement is terminated during the Agreement Term pursuant to this Article.

3.1.2. Where this Agreement terminates by expiration of the Agreement Term, two one-year renewal options will be available to the Parties as follows:

3.1.2.1. The Parties may mutually agree in a writing executed by the Parties and pursuant to Education Code section 39803 to renew this Agreement for a successive period of one year.

3.1.2.2. This one-year renewal option may be exercised by the Parties up to two times.

3.2. Commencement of Services. Contractor shall commence services under this Agreement no later than the **first** day of school. Contractor is responsible for taking any preliminary steps with respect to employees or vehicles prior to the first day of school such that the Contractor can promptly providing transportation services to the District. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the school district in which the education program is located. Before Contractor may commence any services, the Parties must execute the Agreement and Contractor must provide the proof of insurance and of all other documentation required by Agreement.

3.3. Grounds for Termination – For Cause. This Agreement shall terminate upon expiration of the Agreement Term. During the Agreement Term, this Agreement may be terminated pursuant to the following:

3.3.1. Termination by District. District may terminate this Agreement upon Contractor’s material breach of one or more provisions of this Agreement or based on any of the following grounds, and after District has provided Contractor with notice as required by herein below:

3.3.1.1. Contractor refuses or fails to perform services as required under this Agreement.

3.3.1.2. Contractor fails to comply with any term or condition of this Agreement.

3.3.1.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by this Agreement.

3.3.1.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of this Agreement.

3.3.1.5. Contractor refuses or fails to comply with laws applicable to the services required by this Agreement, or District’s instructions.

3.3.2. Termination by Contractor. Contractor may terminate this Agreement upon

District's material breach of one or more provisions of the Agreement and after Contractor has provided District with notice as required herein.

- 3.3.3. Notice of Termination. A Party intending to terminate this Agreement pursuant to this **Grounds for Termination – For Cause** Section shall provide the breaching Party with written notice at least thirty (30) days ("**Termination Notice Period**") before the effective termination date and provide the breaching Party with five (5) business days after the date of receipt of the notice to terminate to cure ("**Cure Period**") unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

3.4. Additional Grounds for Termination. Notwithstanding any provisions to the contrary in this Agreement, this Agreement shall terminate during the Agreement Term pursuant to any of the following:

- 3.4.1. Conviction or Criminal Proceeding Involving Serious or Violent Felony. District, at District's sole discretion and upon written notice by District to Contractor, may terminate this Agreement, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
- 3.4.2. Contractor Noncompliance with Applicable Laws. District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor, in performing services under this Agreement, fails to comply with federal, state, local laws, and/or District policies that apply to Contractor's performance of services required by this Agreement.
- 3.4.3. Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. District, at District's election and upon written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.
- 3.4.4. Contractor Unauthorized Assignment or Transfer of Contract. Any assignment or transfer of this Agreement by Contractor in violation of this Agreement constitutes a material breach of this Agreement and District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement

effective on the date stated in District's written notice.

- 3.4.5. Contractor Unauthorized Use of Subcontractor. Any use of a subcontractor by Contractor without the District's prior written approval, or continued use of any subcontractor after District has terminated a prior approval, constitutes a material breach of this Agreement and District, at District's sole discretion, and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice.
- 3.4.6. Contractor Failure to Procure and Maintain Required Insurance. If Contractor fails to maintain any of the insurance required by this Agreement, District, upon providing Contractor with written notice, may terminate this Agreement effective on the date stated in District's written notice.
- 3.4.7. Non-Allocation of or Insufficient Allocated Funds. Upon written notice to Contractor, District may terminate this Agreement effective on the date stated in District's notice if, during the Agreement Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this Agreement: (1) reduce or eliminate some or all funds to pay for this Agreement, (2) fail to or determine not to appropriate or allocate funds for future payments under this Agreement, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this Agreement.
- 3.4.8. License, Certification, or Permit. District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Agreement has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

3.5. Rights and Obligations upon Termination. Upon termination of this Agreement, the following shall apply and shall survive termination of this Agreement:

- 3.5.1. Generally. Any terms or conditions that by their nature extend beyond the termination of this Agreement shall survive the termination of this Agreement and remain in effect thereafter until they are fulfilled.
- 3.5.2. Termination by District For Cause. If District terminates this Agreement pursuant to the **Grounds for Termination – For Cause** Section, District may secure the services required by this Agreement from any other company or entity. If the cost to District to secure such services exceeds the cost under this Agreement, the excess cost shall be charged to and collected from Contractor. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Agreement or applicable laws.
- 3.5.3. Payment. Upon termination of this Agreement, Contractor shall be paid only for services that Contractor performed in accordance with this Agreement before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay

Contractor for any services that Contractor has not performed or has not performed in accordance with this Agreement, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

3.5.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Agreement shall be returned to District no later than thirty (30) days after the effective date of termination of this Agreement or the date of District's request, whichever is earlier.

3.6. Force Majeure. No Party shall be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure Event, except that a failure to pay any amount due under this Agreement shall not be excused by a Force Majeure Event where the required services has been performed in accordance with this Agreement. A "**Force Majeure Event**" shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

3.7. Suspension of Services. Despite any provisions to the contrary in this Agreement, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Agreement Term upon written notice provided to Contractor at least ten (10) business days before the suspension, delay, or interruption begins. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption ("**Suspension Period**"). Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this Section or the Suspension Period; and (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period.

4. PAYMENT AND PAYMENT SCHEDULE. As full consideration and compensation for Contractor's performance of the services required by this Agreement, District shall pay Contractor in accordance with this Article.

4.1. Amount of Compensation to Contractor. District shall pay Contractor in accordance with the Bus Route Schedule, the Rate Schedule, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Agreement Term. Time spent for transportation services under this Agreement shall be calculated based on the amounts stated in Contractor's Bid Form and as awarded by District, and in accordance with the following Subsections. Contractor agrees that the rates to be paid by District shall not exceed the rate(s) paid by other public agencies within Los Angeles County, California and if lower rates are extended to other public agencies, those same rates shall be offered to District.

- 4.1.1. Bus Routes. District shall pay Contractor the Daily Bus Route Rate applicable to that Bus Route for each school day that Contractor actually performs transportation services on that Bus Route. Local trips and shuttles that can be run in combination with a Daily Bus Route shall be operated in conjunction with a Daily Bus Route and shall be charged as hours over the Daily Bus Route.
- 4.1.2. Special Trips. Time spent for transportation services for *each* Special Trip shall be calculated as follows: (1) for picking up students, the total time commencing the time a vehicle departs from the first pick-up stop of students and continuing until the time the vehicle arrives at the destination specified by District; and (2) the total time commencing at the time a vehicle departs from the specified destination and continuing until the time the vehicle arrives at the last drop-off stop of students (**collectively “Special Trip Time”**). For purposes of calculation under this **Special Trips** Section, time shall be computed to the nearest quarter hour (15 minutes). To the extent possible before the start of a Special Trip, the Parties shall agree upon the terms and conditions for the Special Trip, which agreement shall include, at a minimum, a description of the Special Trip, the estimated time of travel involved, and the total cost of the Special Trip computed based on the Special Trip Rates stated in Contractor’s Bid Form.
- 4.1.3. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after a Bus Route or Special Trip and any such time shall not be included in the Daily Bus Route Time or Special Trip Time.

4.2. Invoice Required of Contractor. Contractor shall submit to District, each week of a calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Bus Route or Special Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five business days of Contractor’s receipt of District’s notice. Contractor shall also provide District with year-end reports that include all accounting information as specified by District. District supplied pre-trip form shall be completed by each of the Contractor’s drivers for each bus operated that day, whether on route or on trips. Contractor shall check each pre- trip form for accuracy, and shall be organized submitted to the District at the end of each day. Contractor’s Rate and any overage hours for Daily Bus Routes shall be calculated daily on a cumulative basis of all routes and charged accordingly. Contractor’s invoice shall be accompanied by the following documents:

- 4.2.1. Contractor shall include with its invoice Daily Bus Reports (“DBR”). A DBR is a driver’s report of mileage, departure and arrival times. If separate buses complete different parts of a single Daily Bus Route or Special Trip, a DBR for each bus performing services on each Daily Bus Route each day shall be submitted. A DBR should be received with each invoice. If the DBR claims more hours than a Daily Bus Route allows, the excess time will not be paid unless the excess time is determined by the District to be beyond the Contractor and Driver’s control, and approved by the District in writing.

- 4.2.2. Invoice shall summarize DBR for each route for each day of the invoice period, including Special Trips.
- 4.2.3. Contractor shall include with its invoice District supplied pre-trip forms for that month.
- 4.2.4. The District shall supply Contractor with a verification of trip rules, trip evaluation forms and a pre-trip form. Each driver driving a trip shall complete these forms, and these forms shall be submitted with billing associated with a Daily Bus Route. All forms submitted by the Contractor and Contractor's driver shall be approved by the District. All these forms shall be submitted to the District with each invoice.

4.3. Payment Schedule and Payment to Contractor. District shall pay Contractor the amount due under an invoice within thirty (30) days of District's receipt and approval of an invoice. Contractor's acceptance of final payment under this Agreement shall constitute and operate as a release of all claims and liability by Contractor against District for any additional compensation or payment relating to any and all labor, services, equipment, supplies, and materials provided or performed under this Agreement. However, District's final payment shall in no way relieve Contractor of Contractor's obligations under this Agreement or for deficient work discovered after final payment.

4.4. Rate Adjustments. The prices set forth in the Bid Form which the District shall pay the Contractor may be adjusted on July 1 of each Agreement year at least one year after the date of this Agreement pursuant to the following method of rate adjustment, provided the Contractor submits to the District in writing their request for rate adjustment no later than June 1, of that Agreement year.

- 4.4.1. Any rate adjustment shall be indexed to the United States Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles, CA Metropolitan Area issued in March of each year covered by the term of this Agreement for the preceding annual period.
- 4.4.2. Notwithstanding any other provision to the contrary, any upward or downward rate adjustment shall not exceed three percent (3%).

4.5. Liquidated Damages upon Contractor's Refusal or Failure to Perform Required Services.

- 4.5.1. Assessment of Liquidated Damages. Except for the first two (2) school days of each academic semester, Contractor's refusal, failure, and/or delay in performing the services as required by this Agreement shall subject Contractor to liquidated damages.
- 4.5.2. Amount of Liquidated Damages. The actual occurrence of damages and the actual amount of damages that District would suffer if the services are not performed in accordance with this Agreement are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages. Damages that District would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited

to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of District, and participating school districts; costs of administration; and the loss suffered by school districts and students who use the transportation services that Contractor is required to provide under this Agreement. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to District due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that District shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by this Agreement:

4.5.2.1. Missed Entire Bus Route. If Contractor fails or refuses to perform services for an entire Bus Route, Contractor shall pay to District, for each day that such services are required, an amount equivalent to the **ONE TIMES (1X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Entire Bus Route Charge")**, in addition to forfeiting any right to collect the **Daily Bus Route Rate applicable to the Bus Route for that particular day**. For purposes of assessing liquidated damages under this Section, when a vehicle is late by thirty (30) minutes or more, Contractor will be considered to have missed the entire Bus Route.

4.5.2.2. Missed Portion of Bus Route. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Bus Route or Contractor is late by more than fifteen (15) minutes on the Bus Route due to Contractor's fault, Contractor shall pay District an amount equivalent to the **ONE QUARTER TIMES (0.25X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Portion Bus Route Charge")**, in addition to forfeiting any right to collect the **Daily Bus Route Rate applicable to the Bus Route for that particular day as prorated based on the Daily Bus Route Time that Contractor has not performed in comparison to the Daily Bus Route Time that Contractor performed**. Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.2.3. Missed Entire Special Trip. If Contractor fails or refuses to perform services for an entire or any portion of a Special Trip, Contractor shall pay to District an amount equivalent to the **ONE TIMES (1X) the total costs for the Special Trip ("Missed Special Trip Charge")**, in addition to forfeiting any right to collect the cost of the missed special trip.

4.5.2.4. Missed Portion of Special Trip. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Special Trip or Contractor is late by more than fifteen (15) minutes on the Special Trip due to Contractor's fault, Contractor shall pay District an amount equivalent to the **ONE QUARTER TIMES (0.25X) the cost of the Special Trip ("Missed Portion Special Trip Charge")**, in addition to forfeiting any right to collect the cost of the Special Trip for that particular day as prorated based on the **Special Trip Time that Contractor has not performed in comparison to the Special Trip Time that Contractor performed**. Delayed bus runs that are not

Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

- 4.5.2.5. Mitigation Incentive. Notwithstanding the foregoing provisions, in the event that a delay is caused by an inoperable bus, the District will, no more than once a week, waive imposing a Missed Entire Bus Route Charge, Missed Portion Bus Route Charge, or Missed Special Trip Charge if Contractor, within five (5) minutes of the time that the inoperable vehicle is scheduled to arrive for pickup and drop-off, notifies the District of the delay by telephone at _____promises to provide, and actually provides, an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup.
- 4.5.2.6. Missed Students. If any student is not picked up and/or dropped off for a Bus Route or a Special Trip due to Contractor's fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion Bus Route Charge** and liquidated damages will be assessed accordingly.
- 4.5.2.7. Notification of Delay. Contractor shall notify the District of all Bus Routes, or any other, delays **immediately** by telephone. A daily written log of delays and reasons for such delays shall be available to the District. Failure to notify the District may result in **One Hundred Dollars (\$100)** in liquidated damages per-occurrence. Each occurrence shall be a delay of any bus on any Bus Route on a given day, and multiple delays on a single day may be aggregated.
- 4.5.3. Deduction from Payments Due to Contractor. If Contractor becomes liable for liquidated damages as indicated herein, District, in addition to all other rights and remedies under this Agreement and applicable laws, shall have the right to deduct and retain from any payment due to Contractor an amount equivalent to the liquidated damages that District assesses pursuant to this Section.
- 4.5.4. The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District. **This is a zero tolerance standard of performance.**

5. INSURANCE.

5.1. Required Insurance. Contractor, at its sole cost and throughout the Agreement Term, shall procure and maintain in effect each insurance listed in this Section. All required insurance, and self-insurance if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

- 5.1.1. Commercial general liability insurance with limits of not less than \$10,000,000 per occurrence for broad form property damage, and bodily injury, personal injury, and products and completed operations coverage of the same limits as the policy limits, with a general aggregate of not less than \$20,000,000. This insurance shall include blanket contractual liability and shall include coverage for child molestation. This insurance shall be endorsed to include the District and its

officers, employees, agents and volunteers as an additional insured.

- 5.1.2. Workers' compensation insurance as statutorily required by the State of California and employer's liability insurance with limits of not less than \$1,000,000.
- 5.1.3. Commercial automobile liability insurance covering all owned, non-owned, and hired vehicles with a limit of no less than \$50,000,000 per accident for bodily injury (\$5,000,000 per person) and \$1,000,000 for property damage. Policy should include an Uninsured/Underinsured Motorist Coverage at \$10,000,000 per occurrence (\$1,000,000 per person) per accident.

5.2. Conditions Applicable to Required Insurance.

- 5.2.1. Insurer Rating. The insurance required above, if it is provided through insurer(s), shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least **A-VII** or higher. District, in its sole discretion, may waive this requirement.
- 5.2.2. Proof of Insurance and Notices. Contractor shall provide proof of the required insurance to District before commencing any services, including copies of all required endorsements required above. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to District no later than thirty (30) days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon District's request, Contractor shall provide District with a certified copy, or other proof satisfactory to District, of any or all of the required insurance; and (3) Contractor shall provide District with proof of renewal of the required insurance, including all required endorsements, at least fifteen (15) days before the insurance expires.
- 5.2.3. Contractor's Insurance Primary. Contractor's insurance shall be endorsed to state that District's insurance coverage is in excess of Contractor's insurance coverage and will not contribute with Contractor's insurance with respect to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, arising out of, resulting from, or caused by the act or omission of Contractor and/or Contractor's governing body, officers, employees, or agents.
- 5.2.4. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by District before their application. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that Contractor is required to procure under this Agreement.
- 5.2.5. Claims-Made Policies. If any of the above-required insurance is written on a claims-made basis, Contractor shall provide an extended reporting period (i.e., tail coverage) for the coverage and limits specified in this Section available for District commencing on the effective termination date of this Agreement and extending for four years from the effective termination date of this Agreement.

5.2.6. Procurement by District in Event of Contractor Failure. If Contractor fails to provide any of the insurance as required above, District may, but is not obligated to, procure and maintain such insurance. If District elects to procure any of the above-required insurance, District shall provide Contractor with written notice of this election at least 10 business days before District procures the insurance. After providing Contractor with the 10-business day notice and if District procures any of the above-required insurance pursuant to this Subsection, Contractor shall be responsible for the full cost of such insurance and shall reimburse such cost to District no later than 10 business days from the date of the invoice from District. If Contractor fails or refuses to do so, District may deduct the amount incurred to procure the insurance from any payment due to Contractor under this Agreement.

6. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.

6.1. Indemnity Obligations. Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs (**collectively "Loss"**) that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents (**collectively "District Personnel"**) from and against any Loss related to this Agreement, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra- contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

6.2. No Limitation by Insurance and Survival. Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this Agreement.

7. DISPUTE RESOLUTION.

7.1. Meet and Confer. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement.

7.2. Mediation. If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees

and costs that it may incur to participate in the mediation.

7.3. Handling of Matters during Dispute. During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Agreement as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this Agreement, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

8. SUBCONTRACTORS.

8.1. Contractor may subcontract with other qualified transportation firms to provide the Services on with prior written approval from the District, with such consent being immediately terminable at the District's sole discretion. Subcontractors may only be used when the following conditions are satisfied:

8.1.1. Contractor must provide the District with a current California Highway Patrol rating report dated within one calendar year;

8.1.2. Contractor must provide the District with a certificate of insurance from the proposed subcontractor with limits that are either (a) approved by the District, or (b) with the limits, coverage, and conditions set forth in this Agreement;

8.1.3. Contractor's contract with a subcontractor shall incorporate all the provisions of this Agreement including, without limitation, routing, scheduling, safety programs, driver education, reporting, invoicing, indemnification of the District, invoice preparation and support, insurance, and payment;

8.1.4. Contractor shall be responsible for the subcontractor's performance of the Services and continuous monitoring of the subcontractor while performing Services under this Agreement;

8.1.5. Subcontractor's contract with Contractor shall specifically include the indemnification and liquated damages provisions included herein; and

8.1.6. Subcontractor must be rated "Satisfactory" on its latest California Highway Patrol rating report.

8.2. Contractor's use of subcontractors without the prior written approval of the District is a material breach of this agreement.

9. SECURITY REQUIREMENTS.

9.1. Contractor shall be responsible for the security of all District facilities and vehicles provided to the Contractor for its use.

- 9.2.** Contractor shall be responsible for any repairs or replacement of District property as it relates to this section, and shall maintain sufficient insurance, notwithstanding the insurance requirements herein, to satisfy the requirements of this section.

10. ADDITIONAL PROVISIONS.

- 10.1. Entire Agreement and Amendment.** This Agreement constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Agreement otherwise, this Agreement shall be amended or modified only by a writing executed by the Parties.
- 10.2. Applicable Law, Venue, and Interpretation.** This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court for Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District.
- 10.3. Execution by Facsimile or in Counterparts.** The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.
- 10.4. Independent Contractor.** Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Agreement shall not be construed to create a partnership or joint venture between the Parties.
- 10.5. Non-Discrimination.** Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.
- 10.6. Notices.** Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.

All notices provided for herein shall be directed as follows:

If to District:

Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 91355
ATTN: Nick Heinlein, Assistant Sup., Business

If to Contractor:

[Insert Name of Contractor] [Insert
Street Address]
[Insert City, State ZIP Code] ATTN:
[Insert Name, Title]

-
- 10.7. Assignment and Transfer.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without District's prior written consent.
- 10.8. Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Agreement shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Agreement shall not be deemed or constitute a waiver by that Party of any other provision of this Agreement, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.
- 10.9. Severability.** If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- 10.10. Provisions Required by Law Deemed Inserted.** Each provision of law and clause required by law 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.
- 10.11. Advertising.** A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.
- 10.12. Binding Effect and Third Party Benefits.** This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.
- 10.13. Cumulative Rights and Remedies.** Unless specifically provided in this Agreement, no right or remedy in this Agreement provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Agreement, or now or hereafter existing at law or in equity.

10.14. Headings. The headings in this Agreement are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Agreement or of any of the provisions of this Agreement. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this Agreement.

Dated: _____, 2024

Dated: _____, 2024

Saugus Union School District

_____, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit "A" – SERVICES

CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:

Exhibit "B" – RATE SCHEDULE

CONTRACTOR WILL PROVIDE THE SERVICES BASED UPON THE FOLLOWING RATE SCHEDULE, AS MORE PRECISELY DESCRIBED IN EXHIBIT "A":

Exhibit "C" – DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.: _____ between the Saugus Union School District (the "District") _
_____ (the "Contractor" or the "Bidder") (the "Contract").

The District is not a "state agency" as defined in Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor 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 above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Contractor agrees 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.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Agreement awarded herein is subject to termination, suspension of payments, or both. Contractor further understands that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit "D" – CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Saugus Union School District ("District") and _____ ("Contractor" or "Bidder") for pupil transportation services ("Contract").

The undersigned does hereby certify to the governing board of the District as follows:

The undersigned is an authorized representative of the Contractor currently under contract for the above- described Agreement with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit "E" - WORKERS' COMPENSATION CERTIFICATION

CONTRACT NO.: _____ between Saugus Union School District (the "District") and
_____ (the "Contractor" or the "Bidder") (the "Contract").

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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 Agreement.)

[SUBJECT TO REVISION BASED ON DISTRICT'S NEEDS]

a) Daily Bus Service Time

- i) The Contractor's pricing will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The District will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time**. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the District. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.
- (1) Vehicle operating time expended transiting from the Contractor's assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.
- (2) Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor's assigned vehicle parking location in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.
- (3) Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
- (4) Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
- (5) Daily Bus Service Time is calculated in accordance with scheduled route data as determined by the District and operated by the Contractor following all of the requirements of this Agreement.
- (6) Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
- (7) Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
- (8) Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the District and adjustment to the scheduled route data. The Contractor must report recurring variances to the District immediately on their identification notwithstanding any other reporting requirements of this Agreement.

b) Route Packages

- i) The Daily Bus Service Time will be comprised of a package of routing components as determined by the District. Route components may include any combination of regular or special needs students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.
- ii) Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.
- iii) Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
- iv) Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.
- v) The District will schedule some routing components on a recurring, but not on a daily basis. The District will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.
- vi) Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an additional supplemental service for compensation purposes.
- vii) Morning and afternoon route packages will be paired as efficiently as possible by the District, with the morning and afternoon schools and programs served being the same, to the extent feasible.
- viii) The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.