

Request for Proposal (RFP)
#01.0-904-2021-003

**SCHOOL BUS TRANSPORTATION
HOME-TO-SCHOOL PUPIL TRANSPORTATION,
SPECIAL EDUCATION TRANSPORTATION AND OTHER TRANSPORTATION**

DEADLINE: MARCH 26, 2021 at 2:00 p.m.

Contact: Kelly Beder, Business Services
Las Virgenes Unified School District
4111 Las Virgenes Road, Calabasas, CA 91302

Telephone: (818) 880-4000
Email: kbeder@lvusd.org

All dates subject to change at the sole discretion of Las Virgenes Unified School District.
Please continue to check the District website throughout the bid process for updates.

REQUEST FOR PROPOSALS (RFP)

DISTRICT: **LAS VIRGENES UNIFIED SCHOOL DISTRICT**
RFP DEADLINE: MARCH 26, 2021 at 2:00 p.m.
PLACE OF RECEIPT: Las Virgenes Unified School District
Business Services
Attn: Kelly Beder
4111 Las Virgenes Road
Calabasas, CA 91302

NOTICE IS HEREBY GIVEN that the Las Virgenes Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as "District" or "LVUSD" will receive up to, but no later than, the above stated RFP Deadline, sealed proposals at the place identified above for its request for proposal **SCHOOL BUS TRANSPORTATION - HOME TO SCHOOL, SPECIAL EDUCATION AND OTHER TRANSPORTATION, 01.0-904-2021-003**. Proposals submitted must be valid for a minimum of 90 days after the proposal deadline. Proposals should be submitted on the premise that the District intends to contract for services as a single unit to one vendor to provide all required services. Proposals received after the published deadline will not be opened and will be returned to the Proposer.

Request for Proposal documents can be downloaded at <https://www.lvusd.org/Page/2135>.

A **mandatory meeting is scheduled for March 8, 2021 at 10:00 A.M.** via zoom. The link to the mandatory zoom meeting is https://lvusd.zoom.us/webinar/register/WN_OWrmc3kPQau-muSOL5EdVQ.

Proposals will not be accepted from Proposers who do not fully attend the entire mandatory meeting. Proposers will be required to enter their name, company name, phone number and email address during the meeting.

Time is of the essence. The District reserves the right to reject any and all submissions, or any portion thereof, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal, the RFP, or the evaluation process. Pursuant to Education Code section 39802, the award of the Contract, if made by the District, will be by action of the Governing Board to the Contractor that the District believes, in its sole discretion, best meets the needs and requirements of the District, consistent with the RFP. LVUSD reserves the right to let the contract for services to other than the lowest provider as permitted by applicable law.

Any questions regarding the Request for Proposal shall be directed to Kelly Beder at kbeder@lvusd.org, via e-mail **only** by March 8, 2021, at 12:00 P.M.. All responses will be posted on the District's website.

Las Virgenes Unified School District
Governing Board
Publish: Daily News Los Angeles – February 25, 2021 and March 3, 2021

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I. CALENDAR OF EVENTS

Event	Details	Date
RFP Issue Date	LVUSD website	February 25, 2021
Advertisements	Daily News	February 25, 2021 March 3, 2021
Mandatory Meeting	Via zoom: https://lvusd.zoom.us/webinar/register/WN_OWrmc3kPQau-muSOL5EdVQ	March 8, 2021 at 10:00 a.m.
Last Day to Submit Questions (RFIs)	Emailed to: kbeder@lvusd.org	March 8, 2021 at 12:00 p.m.
Response to Questions (RFIs) submitted either at the Mandatory Meeting or via email	LVUSD Website	March 12, 2021
Proposals Due	4111 Las Virgenes Road, Calabasas, CA 91302	March 26, 2021 at 2:00 p.m.
Public Proposal Reading	Virtual reading via zoom. Details to be provided at the proposal deadline.	Date and Time to be announced at proposal deadline.
Anticipated Notice of Intent to Award	LVUSD website	April 7, 2021
Consideration for Board Approval	4111 Las Virgenes Road, Calabasas, CA 91302	April 20, 2021

All dates are subject to change. During the RFP period, the District may amend the RFP at any time. Amendments to the RFP and/or calendar of events will be posted at <https://www.lvusd.org/Page/2135>.

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II. INTRODUCTION

The **Las Virgenes Unified School District** (“District”; “LVUSD”) seeks to identify, through this Request for Proposal (“RFP”), an experienced company to provide school bus transportation services for students in home to school, special education and other transportation.

The Las Virgenes Unified School District (“LVUSD”, “District”, or “The District”) is comprised of a community of learners, committed to the highest quality educational experience we can envision. LVUSD educates a diverse student population numbering close to 10,200 (K-12), in one (1) early childhood learning center, eight (8) elementary schools, one (1) K-8 school, three (3) middle schools, and two (2) comprehensive high schools. LVUSD’s outstanding programs and size make it a standout school district. The District’s strategic initiatives are driven by our mission of enabling all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

LVUSD is renowned for its nationally recognized schools, student performance well-above state and national comparisons, and comprehensive programs in academics, the arts, and athletics. The District benefits immensely from a deeply engaged and supportive community.

A. SCOPE OF SERVICES

1. **Overview.** The Las Virgenes Unified School District, (LVUSD) is seeking a vendor that can provide school bus pupil transportation services for home-to-school and return students, special education students, as well as athletic and field trip services to and from various locations within and/or outside the boundaries of LVUSD, all in accordance with the minimum requirements stated herein. The Proposer (also referred to as “Contractor” or “Provider”) shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to provide the services herein described. These services are to be performed at such times and places as directed by and subject to the approval of the authorized LVUSD representative.

2. **Term.** The term of the agreement resulting from this RFP shall be for a period of five (5) years, beginning no later than August 1, 2021, with possible renewal. The RFP is issued pursuant to applicable law, including, but not limited to, the Public Contract Code, Education Code and Government Code.

3. **Minimum Requirements.** In order to be deemed fully responsive, Proposers must meet specifications and minimum requirements as set forth in this RFP and the attached Form Agreement/Contract (see Exhibit A). Non-conforming proposals and incomplete proposals may be rejected. Proposers should read the entire RFP, and carefully and thoroughly complete all RFP documents.

4. **Proposal Costs.** The costs set forth in the proposal shall be all-inclusive. LVUSD is interested in obtaining proposals from entities that have a verifiable record of successful performance with State and/or local government entity contracts, with an emphasis on successful public school district contracts. The proposal shall be based on the premise that the LVUSD will not be responsible for

financing, holding title to, or licensing vehicles. The District reserves the right to negotiate with the successful Proposer.

5. List of District School Sites. Following is a list of LVUSD school sites. The list below may be changed, at the sole discretion of LVUSD, at any point during the term of the agreement. Proposers may be required during the term of the agreement to transport pupils for home-to-school and return, special education services, as well as athletic and field trips to locations other than the school sites listed below, including outside the boundaries of LVUSD.

Agoura High School	28545 W. Driver Ave., Agoura Hills
Calabasas High School	22855 Mulholland Hwy., Calabasas
Alice C. Stelle Middle School	22450 Mulholland Hwy., Calabasas
Arthur E. Wright Middle School	4029 N. Las Virgenes Rd., Calabasas
Lindero Canyon Middle School	5844 Larboard Ln., Agoura Hills
Mariposa School of Global Education (K-8)	6050 Calmfield Ave., Agoura Hills
Bay Laurel Elementary School	24740 Paseo Primario, Calabasas
Chaparral Elementary School	22601 Liberty Bell Rd., Calabasas
Lupin Hill Elementary School	26210 Adamor Rd., Calabasas
Round Meadow Elementary School	5151 Round Meadow Rd., Hidden Hills
Sumac Elementary School	6050 Calmfield Ave., Agoura Hills
White Oak Elementary School	31761 W. Village School Rd., Westlake Village
Willow Elementary School	29026 Laro Dr., Agoura Hills
Yerba Buena Elementary School	6098 Reyes Adobe Rd., Agoura Hills
Buttercup Preschool	6098 Reyes Adobe Rd., Agoura Hills
District Office	4111 Las Virgenes Rd., Calabasas

A. Home to School Transportation Routes. The District currently offers home to school transportation for the following schools:

Agoura High School
Calabasas High School
A.C. Stelle Middle School
A.E. Wright Middle School
Lindero Canyon Middle School
Chaparral Elementary School
Lupin Hill Elementary School
Round Meadow Elementary School
Sumac Elementary School

The current home to school bus routes may be found on the district website at <https://www.lvusd.org/Page/221>.

B. Special Education Transportation Routes. The District offers special education transportation to all district schools, as well as to county schools and other non-public schools.

6. Routes. LVUSD currently operates 12 home-to-school and 6 special education bus routes. LVUSD utilizes the services of additional contractors for the purpose of transportation pupils to county schools and non-public schools. As determined to be in the best interest of LVUSD, the routes for county schools and non-public schools may or may not be awarded to the school bus transportation provider.

Student transportation services requested under the agreement will be for a standard school year of 180 days and up to 20 days for the special education extended school year.

Providers should assume early-out on Wednesdays for pupils in both elementary and middle schools. The number of routes, duration of routes, number of passengers, etc. shall be solely determined by LVUSD and is subject to change during the course of the agreement and during the course of any year of the agreement.

Contractor shall provide transportation services for up to at least three (3) trips per day that “conflict” with home-to-school service. Regular route drivers will not be assigned to conflicting trips without the specific permission of the District, which will only be granted in special circumstances.

7. Athletic and Field Trip Services. LVUSD currently provides service for the transportation of students for athletic competitions and field trips. These services may be within or extend beyond the counties of Los Angeles and Ventura, and may or may not be within the normal school day. The Proposer shall provide transportation service for up to at least three (3) trips per day that “conflict” with home-to-school service. Regular route drivers will not be assigned to conflicting trips without the specific consent of LVUSD, which will only be granted in special circumstances.

a. For Athletic and Field Trips, if there is a conflict with existing service, the 3-hour base rate is appropriate. If no conflict exists, the discounted hourly rate should be used.

8. Maintenance. The Proposer shall maintain all equipment solely at their cost used in the transportation of students in accordance with laws and regulations of the State of California or any other applicable requirements regarding school buses, and such equipment shall be maintained in good mechanical order at all times to pass CA DOT school bus inspection. Buses shall be kept in clean and sanitary condition and open to examination by LVUSD at all times.

9. Vehicles. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment per diem, or per trip, compensation.

If the successful Proposer does not have adequate equipment at the time of the award of the contract, the Proposer shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied and that all such equipment will be available on-site for use by the Contractor for performance of the contract at least thirty (30) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within 14 calendar days after the District’s notification to the successful

Proposer(s) of approval of the School Board's award of the contract.

Seatbelt Requirements All buses shall be equipped with a seat belt or a restraining device for each student. Each bus used primarily for special needs routes shall have integrated child safety seats built into the first two rows, two per seat.

Additional Safety Measures Contractor, as required, and whenever requested by LVUSD, shall supply safety vests, car seats, booster seats and other approved restraints at no extra charge to LVUSD. All car seats and vests shall meet federal safety standards.

All vehicles shall be equipped with operable two-way radios (not citizens' band), capable of reliably maintaining contact with a base station. Contractor, at Contractor's expense will guarantee that LVUSD, through the term of this contract and/or any contract renewals or extensions, will be provided with (and Contractor will maintain) two radios of the same type, qualify, and with the same frequency and necessary specifications to communicate between district and Contractor's base station. No bus shall be used for transportation of District pupils that does not have an operational two-way radio.

Cameras All vehicles shall be equipped with on board infrared digital cameras, which should be able to record up to 30 FRS per camera at 720 x 480, and have up to 320 GB recording space. The standard options of three cameras for small buses and four cameras for transits should be provided. Film should be maintained for a minimum of 14 days.

On board Video/Audio System All vehicles must be equipped with on board digital cameras with video and audio system capacity. The Contractor shall be responsible for the procurement of the system (hardware and software) installation cost and ongoing maintenance. The onboard video and audio system must be reliable and secure to support the following capabilities: a) capture and record on board activity for incident investigation, and b) feature to automatically download on-board recorded footage or stream live footage from any installed bus camera, and c) provide access of the digital video-audio recordings to District.

GPS Technology All vehicles, including spares, shall be equipped with GPS technology that includes capability to refresh every 30 seconds or when requested by the user. Information shall be uploaded to an internet-based system and be password accessible by LVUSD, authorized schools and Contractor. The system shall be installed so that location is demarcated each time the main service door is opened or closed. The system shall be able to display the path of the bus, and record direction of travel, speed and mileage. The systems shall be used to verify Contractor's time, completion of scheduled services by drivers, and daily bus reports, and to locate buses in an emergency. The map used by the GPS vendor shall have the ability to support GEO fencing and user landmarks (e.g. schools, bus yards, etc.). The information generated by GPS shall be downloadable into CSV or Excel format for easy historical retrieval. GPS technology must include a "bus tracker" feature available for parent use to track the live location of their student's bus during service hours. Contractor shall be responsible for all hardware and software during the Contractor period. Historical data must be maintained for five (5) years.

Air-Conditioned Vehicles All vehicles used in the service of the agreement are required to have working air conditioning in the main passenger compartment.

Wheelchair Vehicles All wheelchair capacity small buses shall have three (3) full-sized 39-inch seats, two of which shall have integrated child safety seats.

Lift-Equipped Buses All lift equipped buses shall be flat floor with track mounted, flexible seating, with initial seating plan for four (4) wheelchair stations in small buses. Wheelchair lift shall be right side mounted. Each wheelchair bus shall have two vehicle batteries. All wheelchair lifts shall be installed inside the passenger compartment of the bus. All wheelchair lifts shall be powered by electric of hydraulic power with manual backup. Minimum lift capacity is 800 lbs. Lifts are to be fold out and designed by the manufacturer for use in school buses. Lifts shall be located in the rear of the bus.

Wheelchair Securement Securement system shall meet DOT FMVSS 222. Wheelchair passenger securement system shall incorporate adjustable shoulder harness. System shall be compatible with track mounted seat assemblies. Track assemblies shall be integral with the bus body, and not added onto the existing body panels. Upper securement harness track shall be factory installed above the windows on window header supports and accommodate all wheelchair positions. Acceptable wheelchair securement systems are Sure-Lock retractor system with storage bag and Q-strait QRT series with bag, or equivalent.

Oxygen Bottles Contractor shall have the ability to transport oxygen bottles safely and supply all necessary devices on lift equipped buses.

Standby buses Contractor shall ensure there are standby buses of each type available in a number equal to ten (10%) of the regularly assigned routes and, meeting the same specification of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be inoperable. Included in the 10% requirement for spare buses shall be a spare bus(es) equipped with a wheelchair lift.

Parking LVUSD does not include land to park, store, maintain, repair fuel or otherwise operate buses. Contractor shall be solely responsible for parking, storing, maintaining, fueling, repairing, and/or any other related bus operations required for safe and efficient operation under any contract as a result of this RFP. **NOTE: LVUSD may offer a lease to park 20 buses and up to 20 vans at a lot adjacent to A.E. Wright Middle School, 4029 Las Virgenes Road, Calabasas, CA. If leased, the parking and maintenance shed would be offered as is, and any improvements shall be the responsibility of the Contractor and only if approved by LVUSD, which shall reserve final approval. Any lease shall be set forth in a separate agreement approved by the District.**

10. Drivers and Monitors/Aides. It is recognized that, for the protection of the students, drivers and all other persons coming into contact with the pupils must be of stable personality and of the highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. LVUSD shall request in writing the removal of any driver from District service who in the District's opinion is not suitable to operate a bus or provide service acceptable to the District.

The Contractor shall underwrite and include in its Proposal all costs incurred to provide qualified drivers, monitors and aides. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued by the State of California, and holding a school bus driver's license issued by the State of California. Drivers shall follow the normal and usual instructions and requirements of the Superintendent and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, counties, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request.

The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect the same carefully for defects, and remedy any defects before using said vehicles.

Standby drivers in a number equal to ten (10%) of the regularly assigned routes shall be available on-site to provide extra-curricular service and to be used in the event any driver regularly transporting students becomes unavailable.

11. Safety Program. The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include without limitation the following:

A. Bus Drivers and Monitors/Aides

1. All driver and monitor/aide applicants must meet acceptability requirements as indicated in California State laws.
2. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations and first aid.
3. All drivers must participate in a certified defensive driving course.
4. All drivers and monitors/aides must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
5. The Contractor, at Contractor's expense, shall investigate the driver's and/or monitor's/aide's criminal record and DMV record with the State of California prior to hiring. Department of Motor Vehicle checks shall be conducted at least every six (6) months thereafter.
6. Drivers and monitors/aides shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.
7. Drivers and monitors/aides are to be fingerprinted and cleared per the requirements of Ed Code 45125.1 before reporting to work. It is the responsibility of the Contractors for conducting the clearance and providing the results to the District.
8. Drivers and monitors/aides are to complete a tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis per the requirements of Ed Code 49406. It is the responsibility of the Contractor to conduct assessments and reporting examination results to LVUSD.
9. Contractor will develop and furnish to LVUSD a policy on appropriate dress for drivers and monitors/aides which will ensure a professional appearance. At a minimum drivers and monitors/aides will wear a distinctive uniform shirt or jacket and company ID badge at all times while on duty. LVUSD reserves the right to direct modifications to the dress code when necessary, in the District's sole judgement, to maintain professional appearance.

B. Students

1. The Contractor must assist and participate with the District in providing safety programs as needed for students.
2. All bus routes, bus stops, operation of vehicles, and drivers activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least once per year. Contractor will provide this training prior to students entering Kindergarten each year, if the District requests such training.
4. The drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed, and Contractor must provide a written report within 24 hours if students are not following the rules and procedures.

C. Ride Along

1. Contractor agrees that school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

D. Safety Program for personnel

1. Contractor must provide a safety program for personnel, with at least eight (8) meetings scheduled for each school year.

12. Insurance. Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in the State of California, comprehensive general liability and comprehensive automobile liability insurance. The general liability insurance shall include coverage for child sexual assault, or a separate policy must be carried for such coverage.

The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits.

The policies of liability insurance will carry an endorsement upon the face showing the Las Virgenes Unified School District, its Board of Education, employees, agents, and volunteers as additional insureds. The Contractor shall also provide a copy of all required additional insured endorsements to the District prior to providing any services.

The Contractor shall present and maintain current certificates of insurance through the term of the contract to the District giving evidence of the insurance coverage. A Certificate of Insurance or other evidence of insurability must be submitted with the proposal. A Certificate of Insurance and required additional insured endorsements must be submitted annually to the District, upon renewal or upon obtaining a new insurance company, throughout the term of the agreement.

Proposers should familiarize themselves with the insurance requirements as specified in the form agreement and insurance requirements/certificates of insurance, insurance endorsements and all applicable insurance waivers form (see Exhibits A and I), which must be maintained throughout the term of the agreement.

13. Rates. Proposers shall provide pricing on the form titled "Pricing Quotation" Form. All pricing submitted in the proposal shall be maintained for the first year of the contract. Thereafter, the

Contractor may request a rate increase which must be received by April 30th to be considered for the following contract year. In no instance will the LVUSD grant a rate increase which exceeds the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles for the year ending in February prior to any requested annual adjustment. Prior to LVUSD granting a rate increase, the Contractor must furnish an analysis to LVUSD, which establishes that a proportional share of the CPI-U adjustment is being used to adjust driver' wages.

All costs incurred by the Contractor shall be the responsibility of and paid by the Contractor. The District will not be liable for any fees associated with services rendered. The costs the Proposer marks in the Pricing Quotation Form shall include all Contractor paid fees and no other additional costs shall be paid by the District.

14. Performance Bond. The Board of Education requires from the CONTRACTOR a performance bond for the entire period of the Agreement, equal to the amount of 100% of the regular route for one year. The bond shall be filed with the District Assistant Superintendent, Business on or before the beginning of each contract year. The performance bond form and requirements are included in this RFP. The Contractor will be responsible for the cost of the performance bond.

15. Contract. These RFP requirements shall be incorporated by reference into the Agreement with the Contractor and shall be considered an integral part thereof. Should there be determined that there is a contradiction between the RFP and Agreement, the terms and conditions as stated in the Agreement shall prevail. Proposers should refer to the Agreement attached in Exhibit A for further details.

B. MANDATORY MEETING:

A mandatory meeting held via zoom is scheduled on March 8, 2021 at 10:00 A.M. The zoom link is https://lvusd.zoom.us/webinar/register/WN_OWrmc3kPQau-muSOL5EdVQ

Proposers will be required to complete a survey upon joining the meeting and provide their name, company name, phone number and email address in order to attend the zoom meeting.

Proposals will not be accepted from Proposers who do not attend the entire mandatory meeting.

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III. INSTRUCTIONS TO CONTRACTORS

A. PROPOSAL FORMAT

Proposals should include the following information in the order noted below.

1. Background of organization, including a narrative detailing the history of the Proposer, special qualifications and philosophy of the provider. The Proposer must clearly demonstrate prior experience in the field of home to school, special education needs, summer school and athletic transportation.
2. Include an organization chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the names(s) and title of management staff responsible for servicing the contract, if awarded.
 - a. Provide the current address the proposed staff are located.
3. Include a job description summarizing the experience and qualifications of each position primarily responsible for the performance of the contract.
 - a. Describe the firm's contingency plan in the event the firm cannot hire the required number of regular and spare drivers and/or monitors/aides.
 - b. Include the salary schedule for all school bus drivers and monitors/aides.
4. Submit a schedule for implementation of the contract, including:
 - a. inspection of vehicles, facility and equipment
 - b. year, make and model of all vehicles
 - c. occupation of terminal facility
 - d. recruitment/relocation, if necessary, of management and supervisory personnel
 - e. selection and training of drivers
 - f. employee orientation
 - g. describe, in detail, the process that will be employed for each of the following positions to become familiar with the routes, schedules, geographic area of the district, local maps, topography, route issues, etc.:
 - i. dispatcher
 - ii. management
 - iii. drivers
 - h. Acknowledgement of Provider's understanding and commitment to collaborate with the District's technology department to provide the necessary data, and regular input to support the specifications, development, and implementation of bus pass application system. It is important to note that the District is in the process of building a bus pass application system that will aim to improve transparency and accountability for bus pass purchases and utilization. This important effort will require cooperation and participation from the selected Provider that will be expected to monitor, track, and report the necessary inputs to the District.
5. Submit a description of the equipment that will be used in carrying out the agreement at the time of the RFP, and if the Contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include the year, model, capacity, fuel type and any special education needs equipment, including but not limited to, air-conditioned buses, vans or vehicles, wheelchair buses, vans or vehicles, wheelchair lift buses, vans or vehicles.
 - a. Proposal should include the number of buses, vans or vehicles; daily and annual cost

- per bus, van or vehicle; passenger size of bus, van or vehicle; number of wheelchair buses and vans, and passenger vehicles, meeting all DOT and District specifications.
 - b. Include whether the Proposer owns or leases a fleet sufficient to perform the Contract. If the firm will be required to purchase or lease the fleet for the Contract, include a description of who the firm will finance the purchase or lease of the fleet.
 - c. Include whether the Proposer has the ability to scan bus passes (provided by the District) on its fleet.
6. Include details regarding the maintenance programs for the fleet.
 - a. Include whether or not the Proposer has a garage or maintenance/service facility for regular maintenance and repair of the fleet that would be used in the performance of the Contract.
 - b. Describe the facility, including its location and whether the site is leased or owned.
 - c. Include whether or not the Proposer currently employs mechanic personnel who would serve the fleet. Describe the number of mechanics and qualifications and experience the Proposer requires of mechanics.
 - d. Describe the mechanic allotment schedule (# of buses per mechanic)
 - e. Describe the preventative maintenance program.
 - f. Does the Proposer require its drivers to provide regular written or electronic reports regarding the condition of the buses?
 7. Include written plan for hours of student pickup, arrival at school, departure from school, and last student drop off time.
 8. Describe the safety program in place for drivers and monitors/aides
 - a. Describe the driver training program.
 - b. Include whether the firm trains its drivers on best practices for working with special education students and families.
 - c. Describe the system used by the Proposer for detecting, testing, reporting and training employees with regard to drug and alcohol abuse.
 - d. Include whether or not the firm in the last five years has had any Cal-OSHA citations or penalties for “serious”, “willful” or “repeat” violations which were not overturned on appeal.
 9. Pricing Quotation Form.
 - a. Include a 3-hour base rate for all types of vehicles, the hourly rate for all types of vehicles after the 3-hour base rate, hourly rate for late buses, athletic events, field trips and other school transportation needs, as well as hourly or trip costs for monitors and aides.
 10. Attach a copy of the company’s three (3) most recent years of reviewed or audited financial statements and any other financial instruments that would establish the firm’s ability to complete its obligation under any agreement resulting from this RFP. Reviewed or audited financial statements are mandatory.
 - a. Attach the balance sheets from the last three consecutive years, if requested by LVUSD.
 11. Provide details related to the following:
 - a. Indicate if the Contractor has been in litigation or arbitration of any kind in the past 10 years. If so, briefly describe the dispute.
 - b. Indicate if the Contractor has been terminated for convenience or default in the past 5 years.
 - c. Indicate if the Contractor has been involved in or is aware of any pending disciplinary

- action and/or investigation conducted by any local, state or federal agencies.
- d. Indicate if the Contractor has any petitions filed under the Bankruptcy Act or any state insolvency law or a received, fiscal agent, or similar officer appoint by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.
 - e. Indicate if there are any instances in which the Contractor, subsidiary or intermediary company, parent company or holding company has been indicted, accused or convicted of a crime or been the subject of a grand jury or criminal investigation. Statement must also list any order, judgement or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity.
 - f. Include if there have been any instance where a school district or county office of education ever found the Proposer failed to properly take the precautionary measure designed to ensure the safety of students (e.g. concerning background checks).
 - g. Include whether or not the firm has exhausted its insurance limits or is within five hundred thousand (\$500,000) of exhausting its insurance limits.
 - h. Include the firm's accident loss ratio for the last three years.
12. References and detail related to similar services of at least five (5) school bus contracts held in the State of California over the last ten (10) years with at least 20 route buses. Examples used by Proposers must have been continuous for a period of no less than five (5) years in duration.
13. Bid Bond/Bid Security. Proposals must be accompanied by a bid bond (bid security) in the amount of ten percent (10%) of the regular route cost for one year, made payable to Las Virgenes Unified School District. Bid security will be returned within 60 days after award of a contract. In the event that a Proposer to whom the contract is awarded fails to execute the Contract and provide other required documents within ten (10) calendar days of being awarded the Contract, LVUSD may declare the Proposer's bid security to be forfeited to LVUSD as damage caused by the failure of the Proposer to execute the Contract, and may give notice of intent to award to another Proposer, or may call for new proposals. A bid bond shall not be accepted nor approved by LVUSD unless the bond is underwritten by an admitted surety as defined in California Code of Civil Procedure Sections 995.120. If a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
14. Indicate that the response is valid for ninety (90) days.
15. Signature from an authorized party.

B. USE OF LVUSD FORMS MANDATORY

Proposers are required to use only those forms included in this RFP. Proposers shall not copy and paste, modify or alter the forms in any manner whatsoever. LVUSD reserves the right to reject any proposal that contains copies, modified or altered RFP forms. If the forms included in this RFP request additional information from the Proposer, the Proposer may submit such additional information on the Proposers own forms.

C. RFP CONTACT AND CORRESPONDENCE

All correspondence related to the RFP must be directed to:

Kelly Beder, Business Services
kbeder@lvusd.org
Las Virgenes Unified School District
4111 Las Virgenes Road
Calabasas, CA 91302

There will be no verbal understanding recognized by the District. No Contractor should attempt to contact or obtain information from any other District representative. All RFP documents will be posted on the District website at <https://www.lvusd.org/Page/2135>.

D. RFP DEADLINE AND SUBMISSION

Proposals must be received no later than **March 26, 2021 at 2:00 P.M.**

Contractor to submit:

- Three (3) Hard copies of the Proposal.
- One (1) Electronic Proposal on Flash drive

Proposal shall be sealed and clearly marked: "RFP # 01-904-2021-003, School Bus Transportation RFP."
Proposal shall be submitted to:

Las Virgenes Unified School District
Attn: Kelly Beder, Business Services
4111 Las Virgenes Road
Calabasas, CA 91302

Due to health concerns related to Covid-19, proposals may be read publicly at the time of proposal opening, or may be scheduled for a time after the proposal deadline noted above. Details regarding the opening of proposals shall be provided at the time proposals are due.

The District's official time clock shall determine the time. Any proposal received after the time specified above, or after any extensions due to material changes, shall be returned unopened, and proposer will be automatically disqualified from the RFP process. Contractors are solely responsible for ensuring their proposal is delivered and received at the location designated above by the above stated deadline.

Respondents shall thoroughly examine and be familiar with the requirements of this RFP. The failure or omission of any respondent to receive or examine any proposal documents, forms, instruments, addendum or other document there existing shall in no way relieve any respondent from obligations with respect to this RFP or to the ensuing contract. The submission of a proposal shall be taken as a prima facie evidence of compliance with this paragraph. All proposals submitted must be valid for a minimum period of 90 days after the RFP deadline as listed above.

Partially completed proposals may be deemed non-responsive. Proposals not conforming to these Instructions for Contractors and the RFP may be deemed non-responsive and rejected. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the

Proposer and shall not be chargeable directly or indirectly to the District. LVUSD shall not, under any circumstances, be liable for any pre-contractual expenses incurred by Proposers. Proposers shall not include any such expenses as part of their Proposal.

Proposal in which the prices are obviously unbalanced, and those, which are incomplete or show any alteration of form, or contain any additions or conditional or alternate proposals that are not called for or otherwise permitted, may be rejected. A Proposal on which the signature of the Contractor has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a Proposer may result in an unbalanced proposal, the District may deem such proposal non-responsive. A proposal may be determined by the District to be unbalanced if the proposal is based on prices significantly less than cost for some work or services and prices which are significantly overstated in relation to cost for other work or services, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the District even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

LVUSD reserves the right to reject any and all proposals and will determine what future action, if any, will be taken.

Erasures, Inconsistent or Illegible Proposals. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the RFP.

Any notice or statement which the Contractors wishes to make must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached hereto. Unless the Contractor so indicates, it is understood that the Contractor's proposal is in strict accordance with the specification requirements. The Board of Education reserves the right to reject any and all explanations or statements, should it be in the best interest of the District to remain in strict accordance with the RFP requirements.

Contractor must satisfy themselves, upon examination of the proposal format, as to the intent of the format. After submission of the Proposal, no complaint or claim that there was any misunderstanding in regard to items listed for the Proposal will be entertained from any party.

E. DELIVERY TO DISTRICT

The Proposal must be received at the District Office, no later than the RFP Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposals will be accepted. The District assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the proposal is not rejected, the version that matches the flash drive will provide the basis for resolving such discrepancies.

F. WITHDRAWAL, RESUBMISSION OR MODIFICATION

A Contractor may withdraw the Proposal at any time prior to the RFP Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to designated District RFP contact, signed by the Contractor or authorized agent. The Contractor may thereafter submit a new or modified Proposal prior to the RFP Submission Deadline. If a Contractor submits a new or modified Proposal prior to RFP submission Deadline, such Proposal must be complete in accordance with the RFP requirements. LVUSD will not accept Proposals which are submitted in multiple parts. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the RFP Submission Deadline. All proposals shall be deemed final after the RFP Submission Deadline and will be considered conclusive and irrevocable; no proposal shall be subject to correction or amendment for any error or miscalculation after the RFP Submission Deadline.

G. FINGERPRINTING AND TUBERCULOSIS SCREENING PROCEDURES

The Contractor shall provide background checks and screening for tuberculosis for any employee who works on a school bus or is in any way involved in the supervision of students. The Contractor shall also provide LVUSD access to background check reports and results upon request. LVUSD reserves the right and will make the final decision on Contractor’s employees who may or do provide any service to the District.

H. REQUEST FOR INFORMATION (RFI)

Contractors are encouraged to ask questions during the open RFP question period; however, no verbal or oral communications or information shall be binding unless set forth in writing in an addendum issued to all Contractors. All questions shall be in writing and submitted to the listed contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the District. In regards to verbal questions posed during the Mandatory Meeting, the Proposers may ask questions; however, nothing in the Mandatory Meeting shall be binding unless clarified in writing. All responses shall be in writing by an authorized District employee or their designated representative. Responses to all RFIs received will be posted on the District Website.

I. SUBCONTRACTORS

Subcontractors shall not be permitted during the term of the agreement, unless advanced written consent is provided by the District.

J. PUBLIC RECORDS ACT

All documents and other materials submitted by Contractor in its proposal and during the course of any work awarded shall become the exclusive property of LVUSD and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). LVUSD’s use and disclosure of its records are governed by this Act. LVUSD will accept information clearly labeled “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” as determined by the submitting party in accordance with the Act. LVUSD will endeavor to inform the Contractor of any request for the disclosure of such information. Under no circumstances, however, will LVUSD be responsible or liable to Contractor or any other party for the disclosure of any such labeled information. Contractors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at LVUSD’s discretion, be deemed non-responsive. LVUSD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations

of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Contractor shall indemnify, defend and hold harmless LVUSD, its Board of Trustees, officers, agents, and employees in such litigation.

K. EXAMINATION OF PROPOSALS

At its own expense and prior to submitting its Proposal, each responding Contractor shall examine all documents relating to the RFP; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the costs of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. The RFP documents are only provided as information for the Proposers. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful Proposer resulting from any variance between the conditions given in the RFP documents and the actual conditions revealed during the progress of the services. Proposer agrees that the submission of a proposal shall be incontrovertible evidence that the Proposer has complied with all the requirements of the RFP documents.

L. SIGNATURE

Any signature required on RFP documents, must be signed in the name of the Proposer and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Proposer is a corporation, the legal name of the corporation shall first be set forth, together with two (2) signatures; one (1) from among the chairman of the board, president or vice president and one (1) from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature. Where indicated, in the event that the Proposer is a joint venture or partnership, there shall be submitted with the RFP certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Proposer, who shall act in all matters relative to the joint venture or partnership. If the Proposer is an individual, his/her signature shall be placed on such documents.

M. RESPONDING PROPOSER INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one (1) proposal for the same services unless alternate RFPs are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a responding Contractor, or that has quoted prices of materials to a responding Contractor, is not thereby disqualified from submitting a proposal or quoting prices to other responding Contractors.

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IV. EVALUATION AND AWARD

A. GENERAL INFORMATION

Pursuant to Education Code section 39802, the award of the Contract, if made by the District, will be by action of the Governing Board to the Contractor that the District believes, in its sole discretion, best meets the needs and requirements of the District, consistent with the RFP. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Contractor’s reference list may be contacted, as may other customers selected by the District and listed by the Contractor as a reference. The District reserves the right to request any additional documents in order to determine if the respondent is responsible and fully responsive to this solicitation.

B. DISCUSSIONS

Discussions may, at the District’s sole option, be conducted with responsible representatives who submit a proposal determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Contractors shall be given fair and equal treatment with respect to any opportunity for clarifications. Clarifications may be permitted after submissions and before award for obtaining the best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

C. SCORING

The scoring process and evaluation components were approved by the Board of Education at the February 23, 2021 School District Board meeting, per Resolution No. 17-20. Qualifying Contractors will be evaluated on their complete proposal, based on the following considerations

FACTOR	WEIGHT
Price	45%
Reliability	20%
Experience	10%
Expertise of Personnel	10%
Operational Plan	10%
Financial Stability of Proposer	5%

D. AWARD

In the event an award is made to a Proposer, and such Proposer fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after award of the Contract to Proposer, the Proposer’s bid security shall be forfeited and the District may award the Contract to

another Proposer whose proposal meets the RFP requirements or release all Proposers. Each proposal must conform and be responsive to the Contract Documents as defined in the General Conditions.

Protest Procedure. Any Proposer may file a protest. The protest shall be filed in writing with the District's Business Manager not more than five (5) business days after the Notice of Intent to Award. An e-mail address shall be provided by the protester and by filing the protest, protester consents to receipt of email notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

Resolution of Protest: Once a protest is received, the Contractor listed in the Notice of Intent to Award will be notified of the protest and the evidence presented. If appropriate, the Contractor listed in the Notice of Intent to Award will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be awarded the contract. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the RFP protest will be copied to all parties involved in the protest.

Appeal: If the protester is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Business Services, or his or her designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an email address from which questions and responses may be provided to:

Las Virgenes Unified School District, 4111 Las Virgenes Road, Calabasas, CA 91302

Appeal Review: The Assistant Superintendent of Business Services or his or her designee shall review the decision on the bid protest from the Business Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence services pending an Appeal. If there is critical completion deadline or other exigent circumstances as determined by the District, the District may choose to shorten the time limits set forth in this paragraph if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality. Failure to comply with this Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesters administrative remedies.

Workers' Compensation

In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such a Contractor.

Agreement

Following the selection of a Contract pursuant to the RFP, the District will present the District's standard agreement (included in Exhibit A of this document) for execution by the Contractor. Any exceptions or proposed alterations to conditions and requirements defined in this document and the District's standard agreement must be included in the Contractor's proposal; otherwise, Contractor represents that it agrees to all terms and conditions set forth in the District's Agreement. Failure to enter into the Agreement within ten calendar days from the award of the contract shall render the selected Contractor's proposal non-responsive and forfeiture of its bid security. Any exceptions or deviations from the RFP, which are not specifically called for in this RFP may result in LVUSD's rejection of the Proposal as being non-responsive. The selected Contractor will guarantee that the services shall conform to the District's requirements in this RFP and the selected Contractor's bid and all documentation accompanying or referred to in this RFP.

If a contract is awarded as a result of this RFP, the selected Contractor's Proposal shall be incorporated into the Agreement, and shall be binding upon the selected Contractor. This RFP, any responses to questions, Amendments, and the selected Contractor's Proposal will become a part of the Agreement. All RFP requirements made by the Contractor shall apply unless explicitly waived by the District. Any proposal attachments, documents, letters, and materials submitted by the Contractor shall be binding and may be included as part of the Agreement.

The Contractor certifies that submission of their proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Post-Award Conference

Following the approval of the Agreement and prior to services commencing, the Contractor shall be required to attend a planning meeting or meetings with LVUSD, at no additional cost to LVUSD. The meeting shall be held either through a virtual platform, or at the District Office, 4111 Las Virgenes Road, Calabasas, CA 91302. Contractor's failure to promptly schedule and attend the required planning meeting shall be grounds for LVUSD to terminate the Agreement and seek any applicable remedies under law or in equity.

E. REQUIRED FORMS

Required Forms Checklist All Forms must be signed and submitted with the proposal.		
I.	Pricing Quotation Form	
II.	Bid Bond Form (or Bid Guarantee Form if Security is other than Bid Bond)	
III.	References Form	
IV.	Contractor Representation and Certification Form	
V.	Non-Collusion Declaration Form	
VI.	Acknowledgment of Bidding Practices Regarding Indemnity Form	
VII.	Certification on Restrictions on Lobbying	
VIII.	Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters	

The above list is provided as a courtesy to Proposers. LVUSD is not responsible for the inaccuracy or incompleteness of the above list. Proposers should carefully review the RFP to ensure that they have submitted all the materials necessary to comprise a complete proposal. As set forth herein, Proposers must use LVUSD’s forms. Proposers shall not alter, copy and paste, or modify LVUSD’s forms. LVUSD reserves the right to reject the proposal of any Proposer who modifies, copies and pastes, or otherwise modifies any LVUSD forms.

**ATTACHMENT I.
PRICING QUOTATION FORM**

**School Bus Transportation - Home to School, Special Education and Other Transportation
RFP No. 01.0-904-2021-003**

FOR

LAS VIRGENES UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

FAX:

() _____

EMAIL

Las Virgenes Unified School District, acting by and through its Governing Board, herein called "DISTRICT".

1. Pursuant to and in compliance with the RFP and other documents relating thereto, the undersigned Proposer, having become familiarized with all request for proposal documents, including all amendments and the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all terms and conditions of the Request for Proposal Documents and the Agreement and agrees to perform, within the time stipulated, everything required to be performed and to provide and furnish and pay for any and all of the services, labor, materials, supplies, tools, equipment, vehicles, and all applicable taxes, utility and transportation services necessary to perform the service required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with the School Bus Transportation - Home to School, Special Education and Other Transportation RFP No. 01.0-904-2021-003 for the pricing listing below.

2. AMENDMENTS: The undersigned has thoroughly examined any and all Amendments (if any) issued during the request for proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Amendments: (Proposer to list all addenda).

AMENDMENT NO. _____	DATE RECEIVED _____
AMENDMENT NO. _____	DATE RECEIVED _____
AMENDMENT NO. _____	DATE RECEIVED _____
AMENDMENT NO. _____	DATE RECEIVED _____

3. PRICING QUOTATION:

- A. Please provide the individual base rate costs for all of the service levels listed below.
- B. Unit price must be shown for all line items.
- C. For any line items that do not have a price, please mark “No Price” in the space provided, otherwise the proposal may be deemed non-responsive and removed from the list for consideration.
- D. For Athletic and Field Trips, if there is a conflict with existing service, the 3-hour base rate is appropriate. If no conflict exists, the discounted hourly rate should be used.
- E. All figures given for passengers, routes, length of routes are hypothetical purposes only, are subject to change and are not a guarantee of the actual service that will be agreed upon. During the entire term of the Agreement, and any subsequent extensions, the District will have the option to determine at its sole discretion the actual routes needed to service District students.

Home to School and Special Education Transportation				
Minimum Buses Required, Including spare(s) “Route Buses”	Bus Type/Capacity	Extra Requirements	Minimum 3.0 hour base rate	Excess Rate per Bus Hour over 3.0 base rate
	Transit / Up to 82 ambulatory passengers			
	Transit / Up to 82 ambulatory passengers	Need at least three (3) transits with undercarriage storage		
	Bus / Up to 30 Ambulatory Passengers	capable of climbing 7% road grade		
	Bus / Up to 30 ambulatory passengers /	Wheelchair bus		
	Small Bus / Up to 20 ambulatory passengers			
	Small bus / ambulatory and wheelchair equipped			

Field Trips/Athletic Events - Non-Conflicting Trips (Extra Run Per Bus)	
Bus Capacity	Price Per Bus Hour
Small: Capacity Up to 20 Ambulatory Passengers	
Small: Ambulatory and Wheelchair Equipped	
Medium: Capacity Up to 30 Ambulatory Passengers	
Medium: Ambulatory and Wheelchair Equipped	
Large: Capacity Up to 82 Ambulatory Passengers	
Large: Capacity Up to 82 Ambulatory Passengers with undercarriage storage	

Bus Attendants	Hourly Rate
Bus Monitors and Aides	

The number of routes noted above is not a guarantee and may be increased or decreased at any time. LVUSD reserves the right to change bus assignments at any time when in LVUSD's sole opinion, it would be beneficial to the welfare of the students or to the Contract.

Other Service Sizes, Types, Rates:

Attach additional information on a separate sheet, if necessary.

The undersigned has verified prices proposed and understands and agrees that the District is not responsible for any errors or omissions on the part of the undersigned. The undersigned further certifies and warrants that numbers and calculations provided in its Pricing Quotation are accurate and correct. The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this Pricing Quotation are true and correct.

Firm Name: _____

Address: _____

Signed by: _____

(Original Signature in Ink - unsigned proposals will be rejected)

Title: _____

Date: _____

Printed Name: _____

Phone: _____ Fax: _____

Email: _____

4. The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If Proposer or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full. If the bidder is a joint venture, each member of the joint venture must include the above information.

5. Attached is bid security in the amount of not less than ten percent (10%) of the home to school route schedule:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. Time is of the essence regarding this contract, therefore, in the event the Proposer to whom the Notice of Award of Contract is given fails or refuses to post any required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Award of Contract, the DISTRICT may select an alternate contractor.
7. The Proposer declares that he/she has carefully examined the location of the proposed work, that he/she has examined the RFP and all Contract Documents, and read the accompanying instructions, and hereby proposes and agrees, if this proposal is accepted, to furnish all work required to provide said services in accordance with the RFP and the Contract Documents, in the time and manner therein prescribed for the amounts set forth in this Pricing Quotation.
8. The Proposer is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated Proposer, declare under penalty of perjury that the information provided and representations made in this proposal are true and correct.

Proper Name of Proposer

Address

Signature of Proposer

Date

NOTE: *If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All signatures must be made in permanent blue ink.

Las Virgenes Unified School District
4111 Las Virgenes Road
Calabasas, CA 91302

ATTACHMENT II.
BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Las Virgenes Unified School District (hereafter called "District") in the sum equal to ten percent (10%) of the regular route cost for one year for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for Home-to-School Pupil Transportation, Special Education Transportation and Other Transportation Services.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said bid proposal), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials and services in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By

(Corporate Seal)

Principal's Signature

Typed or Printed Name

(Corporate Seal)

By

Principal's Title

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Las Virgenes Unified School District or a certified check payable to the order of the Las Virgenes Unified School District in an amount equal to ten percent (10%) of the regular route cost for one-year.

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Name of Proposer

Note: Use this form, in lieu of Bid Bond Form, when a cashier's check or certified check is accompanying the bid

**ATTACHMENT III.
REFERENCES**

1. The DISTRICT expressly reserves the right to reject the proposal of any Proposer who, upon investigation, has been determined to fail to execute similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Proposer is “non-responsible” and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Proposer must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Proposer’s proposal as non-responsive.
2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Proposer has previously supplied material or performed work, reference checks and examination of all public records.
3. The Proposer must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Proposer shall furnish the names, current phone numbers, email and physical addresses, points of contact, and scope of work of **at least five (5) customers served within the past three (3) years** with requirements similar to the needs of the Las Virgenes Unified School District. **The references must be public school districts or county offices of education located in the State of California.**
4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
 - (a) Work for X Y Z Unified School District
 - (b) Phone # (222) 123-4567
 - (c) 999 First Street, L. A., CA 92000
 - (d) Contact: J. Q. Jones at above #
 - (e) Email Address
 - (f) Scope of Work

Reference #1

District or Entity: _____
Phone No.: _____
Address: _____
Name of Contact: _____
Scope of Work: _____
Email Address: _____

Reference #2

District or Entity: _____
Phone No.: _____
Address: _____
Name of Contact: _____
Scope of Work: _____
Email Address: _____

**ATTACHMENT IV.
CONTRACTOR REPRESENTATION AND CERTIFICATION**

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or District employee, and has not colluded with any other Contractor or District employee.
- If the Contractor's Proposal is accepted by the District, the Contractor will enter into a contract with the District to provide the Services, Systems and Equipment described by the Proposal.
- The District reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of [Specific Entity Submitting Proposal]. I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Contractor: _____

Name: _____

Address: _____

Telephone: _____ FAX: _____

E-Mail: _____

By: _____
Original signature of Authorized Agent

Print Name and Title of Authorized Agent

Date: _____

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

ATTACHMENT V.
NON-COLLUSION DECLARATION

The undersigned declares:

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

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

Signed: _____

Typed Name: _____

ATTACHMENT VI.

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Las Virgenes Unified School District

RE: RFP#: 01-904-2021-003

CONTRACT FOR: School Bus Transportation Home-to-School Pupil Transportation, Special Education Transportation and Other Transportation Services

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party:

Name of Agent/Title:

Signature:

Date:

**ATTACHMENT VII.
CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of

_____ (Firm name) that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

ATTACHMENT VIII.
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

The _____ (title) of _____ (Contractor/Firm Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY OR AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

THE PRIMARY PARTICIPANT

Firm Name/Principal

Signature and Title of Authorized Official

Date

F. FORMS REQUIRED OF SELECTED CONTRACTOR WITHIN TEN (10) DAYS OF NOTICE OF AWARD

Additional Forms Required of Selected Contractor Within Ten (10) days of Notice of Award		
Exhibit A	Form Agreement	
Exhibit B	Contractor's Certificate Regarding Workers' Compensation Form	
Exhibit C	Performance Bond	
Exhibit D	Contractor's Certificate Regarding Drug-Free Workplace	
Exhibit E	Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Policy	
Exhibit F	Notice to Contractors Regarding Criminal Records Check	
Exhibit G	Contractor Certification Regarding Background Checks And Examination For Tuberculosis Requirements	
Exhibit H	W-9 Form	
Exhibit I	Insurance Requirements / Certificates of Insurance, Insurance Endorsements and all applicable Insurance Waivers	

EXHIBIT A

FORM AGREEMENT

LAS VIRGENES UNIFIED SCHOOL DISTRICT

AGREEMENT TO FURNISH HOME-TO-SCHOOL PUPIL TRANSPORTATION, SPECIAL EDUCATION TRANSPORTATION AND OTHER TRANSPORTATION SERVICES AS REQUIRED

THIS AGREEMENT TO FURNISH HOME-TO-SCHOOL PUPIL TRANSPORTATION, SPECIAL EDUCATION TRANSPORTATION, AND OTHER TRANSPORTATION SERVICES AS REQUIRED, hereinafter referred to as the "Agreement" or "Contract", is made and entered into this _____ day of _____, 20____, by and between LAS VIRGENES UNIFIED SCHOOL DISTRICT, located at 4111 N. Las Virgenes Road, Calabasas, California, 91302, hereinafter referred to as "DISTRICT", and _____ located at _____, hereinafter referred to as "CONTRACTOR", mutually agree as follows:

1. GENERAL PROVISIONS

1.1. CONTRACT DURATION AND CONDITIONS

1.1.1. Scope of Work:

CONTRACTOR shall furnish labor, school buses and special equipment, materials and supplies as required to provide the DISTRICT with school bus transportation services. Transportation services include, but may not be limited to, providing home-to-school transportation for regular and special education pupils, and other transportation services such as field trips, excursions, athletic activities or any other purpose designated by DISTRICT. Services shall be provided each school day and such other days as may be requested by the DISTRICT.

The Contractor's proposal dated _____ ("Proposal") is incorporated herein. Any conflicts, discrepancies or ambiguities between this Agreement and referenced Contract Documents versus the Proposal, shall be governed and interpreted in favor of this Agreement and referenced Contract Documents.

1.1.2. Compliance with Law and Policies of Las Virgenes Unified School District

In furnishing services, the CONTRACTOR will comply with all the applicable federal, state and local laws, ordinances, regulations and codes, including without limitation, all applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 CFR Parts 40 & 382), the Federal Motor Carrier - Safety Regulations-Motor coach/Bus version, and all other

applicable laws, rules and regulations as prescribed by the federal government, the state of California, the State Department of Education, the State Air Resources Board, South Coast Air Quality Management DISTRICT (SCAQMD), California Highway Patrol (CHP), the Department of Education, and other state or local agency with jurisdiction over the services relating to the transportation of pupils.

CONTRACTOR shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

CONTRACTOR and its employees shall abide by policies of DISTRICT.

1.1.3. Term

The term of this Agreement will be for a five (5) year period, commencing on August 1, 20__ and ending July 31, 20__. The Agreement may be extended by mutual written agreement, subject to the same terms and conditions as set forth herein.

1.1.4. Rate and Increases

The rates charged by CONTRACTOR for the services required by the District shall conform to those listed in the Proposal, which is incorporated into this Agreement as Appendix 1. All pricing and rates submitted in the Proposal shall be maintained for the first year of this Agreement.

Any CONTRACTOR requests for rate increases, after the first year of the Agreement, must be received by April 30th to be considered for the following contract year. Requests should document all costs that are components of the rate and show the projected year-to-year impact for each such component and the cumulative effect of each on the overall transportation rates. In no instance will the DISTRICT grant a rate increase which exceeds the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles for the year ending in February prior to any requested annual adjustment. If no request is received by April 30th the DISTRICT will assume that the CONTRACTOR costs do not justify any increase and will not consider any increase for the following year. Prior to the DISTRICT granting a rate increase, the CONTRACTOR must furnish written analysis to the DISTRICT, which establishes that a proportional share of the CPI-U adjustment is being used to adjust drivers' wages.

1.2. DISTRICT-CONTRACTOR COMMUNICATION AND BILLING

1.2.1. DISTRICT-CONTRACTOR Liaison

The Assistant Superintendent for Business Services or Designee will be the primary liaison with the CONTRACTOR.

1.2.2. Provision for Notice

All notices to be given by the parties hereto must be in writing and served by depositing the

same in the United States Post Office, postage prepaid and registered.

Notices to the DISTRICT shall be sent to:

Las Virgenes Unified School District
Attn: Assistant Superintendent, Business Services
4111 Las Virgenes Road
Calabasas, CA 91302

Notices to the CONTRACTOR shall be addressed to:

Contractor
Attn: TBD
Address
City, State Zip

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

1.2.3. Bill Format

Charges for home-to-school transportation service will be based on the rate schedule attached as Attachment 1 to this Agreement. Charges must be made based on the live hours per bus. At the end of the month of October in each contract year the DISTRICT and the CONTRACTOR will meet to define a standard route time and corresponding rate for each route, which will be used for billing for the remainder of that school year. Charges must be made only for service on school days or other days specifically authorized by the DISTRICT.

1.2.4. Invoice Documentation and Exceptions

A properly documented invoice must be supported by summaries of routes operated by route number, and of total base and excess hours charged. Such summaries must be submitted weekly. If the hours charged for any route exceed the standard number of hours scheduled for that route, the CONTRACTOR must submit justification to the DISTRICT contract liaison or with the invoice.

1.2.5. Billing Frequency/Time for Payment/Discount for Prompt Payment

In consideration for services rendered and after verification of the CONTRACTOR invoice and summary of services, the DISTRICT shall pay the CONTRACTOR for services provided hereunder on a monthly basis. Payment will be made within thirty (30) calendar days of receipt of an accurate properly documented, and approved invoice. Payment will be adjusted by any incentives, liquidated damage assessments, and discounts for prompt payment as provided elsewhere within this Agreement or within the CONTRACTOR's Proposal.

1.3. LEGAL INTERPRETATION PROVISIONS

1.3.1. Incorporation by Reference

The entirety of this Agreement shall be made up of a number of documents. The following documents are therefore hereby incorporated and made a part of this Agreement/Contract and are also referred to as the Contract Documents:

- Request for Proposal RFP Document
- Required Information and Statements from the RFP Package
- Pricing Quotation Form
- Bid Bond/ Bid Guarantee Form
- References Form
- Contractor's Representation and Certification Form
- Non-Collusion Declaration Form
- Acknowledgement of Bidding Practices Regarding Indemnity Form
- Certification of Restrictions on Lobbying Form
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters Form
- Form Agreement
- Contractor's Certificate Regarding Workers' Compensation Form
- Performance Bond
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Policy
- Notice to Contractors Regarding Criminal Records Check
- Contractor Certification Regarding Background Checks And Examination For Tuberculosis Requirements
- W-9
- Insurance Requirements / Certificates of Insurance, Insurance Endorsement and all applicable Insurance Waivers

There are no other representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement and incorporated by reference, above.

1.3.2. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, will not be a waiver of any such default or right to which the party is entitled nor will it in any way affect the right of the party to enforce such provisions thereafter.

1.3.3. Definitions

“Conflicting” Bus: A conflicting bus is defined as any bus utilized for a trip which cannot be

accomplished with the normal complement of buses because the time of the trip is such that the normal complement of buses is in use for route service.

DISTRICT: As used in this Agreement, “DISTRICT” shall be construed to include the Las Virgenes Unified School District, Governing Board, the Superintendent of Schools, and all officers, agents, employees and volunteers of the Board and Superintendent.

Driver: A “regular” driver is one who is assigned to a daily route. A “standby” driver is one who is paid to report to work daily but who is not assigned to a route; e.g., one who regularly covers routes for absent drivers. An “on-call” driver is one who does not report to work each day but who may be called to drive on short notice. The term “substitute” refers to all non-regularly assigned drivers; e.g., both standby and on-call drivers.

Live Hours: The time when a bus assigned to the Contract has students on board.

Route: The complete daily assignment of a single bus, made up of one or several segments.

Route Segment: The picking up of pupils at their home bus stops and delivering them to the school, or the picking up of pupils at their schools and returning them to their home bus stops, or a co-curricular trip. For example, a single bus may operate several route segments in conveying students to and from school during the course of a day. These several route segments comprise a single route.

Generally, the terms of this Agreement will be defined as the same terms that have been defined in the *California Education Code* and the *Vehicle Code*.

1.3.4. Dispute Resolution at to Contract Interpretation

Should any questions arise as to the meaning and intent of this Agreement that cannot be settled within 15 calendar days, the matter will be submitted for resolution to a committee made up of one person selected by the DISTRICT and one person selected by the CONTRACTOR. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. If the persons so selected are unable to agree on a resolution within 15 calendar days following such selection and appointment, the dispute shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, either party may avail themselves of any remedies available by law. Both parties have had the opportunity to have the Agreement reviewed by legal counsel. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. The costs of the mediator will be borne by both parties equally. Pending final resolution of a dispute or claim, including, negotiation, mediation, or litigation, the CONTRACTOR shall proceed diligently with performance of this Agreement, and the DISTRICT shall continue to make any undisputed payments in accordance with this Agreement (less any withholdings or offsets). If the dispute or claim is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the providing all required

services, but CONTRACTOR's remedy shall be to submit such controversy to determination by a court of competent jurisdiction in Los Angeles County and not delay providing any services.

1.3.5. Severability

Should any part of this Agreement be struck down or found illegal or impermissible for any reason, that part alone will be severed, and the remainder of this Agreement will remain in force.

1.3.6. Amendments to This Agreement

This Agreement may be amended in whole or in part as circumstances may justify by written mutual agreement of both parties. Amendments may be proposed by either party in writing and delivered to the address provided for such notices elsewhere in this Agreement. Such amendments will take effect upon signature by the original signatories to this Agreement or their designees and DISTRICT Board Approval.

1.3.7. Survival

The mutual obligations described in the Billing sections and Hold Harmless/Indemnification Agreement section hereof shall survive the termination or expiration of the Agreement.

1.3.8. Status of the CONTRACTOR

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

1.3.9. Governing Law/Venue

This Agreement shall be governed by the laws of the State of California. All references in this contract to the "state" shall mean the State of California. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of California. Venue shall be in the County of Los Angeles.

1.3.10 Provisions Required by Law

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

1.3.11 Assignment

This Agreement shall not be assigned or any part of the same subcontracted without written consent of the Las Virgenes Unified School District, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Agreement.

1.4. CONTRACTOR'S STATUS

1.4.1. Performance Bond

The Board of Education requires from the CONTRACTOR a performance bond for the entire period of the Agreement, equal to the amount of 100% of the regular route cost for one year. The Contractor will be responsible for the cost of the performance bond.

1.4.2. Permits and Licenses

The CONTRACTOR must secure and maintain in force such licenses and permits as are required by law for furnishing the service herein specified and will comply with and observe all provisions of state law, including but not limited to provisions of the *California Vehicle Code*; the *Education Code*; and directives and regulations of the State Board of Education, the Office of the County Superintendent of Schools, and any other governmental agency, relative to the transportation of pupils. All costs for permits and licenses are the sole responsibility of the CONTRACTOR.

1.4.3. Insurance Requirements

The CONTRACTOR will maintain insurance satisfactory to the School DISTRICT and as set forth below during the term of the Agreement. The CONTRACTOR must furnish evidence thereof to the DISTRICT of its compliance with the insurance requirements prior to commencement of providing any services. Such evidence must be in the form of a certificate of insurance with the DISTRICT listed as the certificate holder, and shall include a copy of any applicable endorsements as well as a minimum thirty (30) day notification to certificate holders of cancellation or change in the policy, except for cancellation due to non-payment of premium which requires a minimum (10) day notification. CONTRACTOR agrees to provide updated insurance documentation not less than thirty (30) calendar days before new or renewed coverage is obtained. The DISTRICT reserves the right to require additional forms of insurance.

CONTRACTOR to indemnify the DISTRICT and pay for all applicable deductibles.

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Failure to obtain the required insurance constitutes a material breach of the Agreement and subjects CONTRACTOR to liability for damages, indemnification and all other legal remedies available to the DISTRICT.

1.4.3.1. - General Liability Insurance

The CONTRACTOR will maintain such general liability insurance as will protect the CONTRACTOR from any claims or liability for damages for bodily injury, including death, and damage to property that may arise from CONTRACTOR operations under or about this Agreement. Such general liability insurance will:

- Be maintained with a minimum limit of \$10,000,000 combined single limit.
- Specify by way of endorsement that its coverage is primary and noncontributory to any coverage carried by the DISTRICT.
- Be endorsed to name DISTRICT, its governing board, officers, employees, volunteers and agents as an additional insured.
- Be underwritten by a carrier acceptable to the DISTRICT.
- Provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.

1.4.3.2. - Auto Liability Insurance

The CONTRACTOR will maintain such commercial auto liability insurance as will protect the CONTRACTOR from any claims or liability for damages for bodily injury, including death, and damage to property that may arise from the use of any "owned, non-owned or hired auto" by CONTRACTOR to perform its operations under or about this Agreement. Such auto liability insurance will:

- Be maintained with a minimum combined single limit of \$25,000,000 per occurrence.
- Specify by way of endorsement that its coverage is primary and noncontributory to any coverage carried by the DISTRICT.
- Be endorsed to name DISTRICT, its governing board, officers, employees, volunteers and agents as an additional insured.
- Be underwritten by a carrier acceptable to the DISTRICT.

1.4.3.3. - Workers' Compensation Insurance

- The certificate must indicate "statutory limits" for workers' compensation.
- Employer's Liability insurance shall be maintained with a minimum limit of \$1,000,000 per accident for bodily injury, or disease.
- The policy shall be endorsed to waive any right of subrogation the insurer may have against DISTRICT.

In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR must sign and file with the DISTRICT the following statement in Exhibit C, prior to performing services hereunder:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of 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 hereunder."

1.4.3.4. – Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$3 million per occurrence and claims for negligent employment investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.4.3.5 - Contractor's Failure to Provide

If CONTRACTOR fails to procure any coverage required to be maintained by CONTRACTOR hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, DISTRICT may (but is not required to), after having given five (5) working days written notice to CONTRACTOR, procure such coverage and charge its cost to CONTRACTOR as a reduction in the contract amount payable to CONTRACTOR on the next payment date. CONTRACTOR shall not do or permit to be done anything that shall invalidate insurance policies to be maintained by CONTRACTOR thereunder.

1.4.3.6 - Additional Insured Status

The DISTRICT, its governing board, officers, employees, agents and volunteers are to be covered as additional insureds on the general liability and sexual misconduct policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including services, materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

1.4.3.7 - Primary Coverage

For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the DISTRICT, its governing board, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT its governing board, officers, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

1.4.4. Hold Harmless/Indemnification Agreement

CONTRACTOR agrees to indemnify, hold harmless and defend DISTRICT, its governing board, officers, employees, agents and volunteers from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of CONTRACTOR in the performance of this Agreement, including the costs of legal defense, by reason of:

1.4.4.1. - Injury To The CONTRACTOR's Employees Or To The Direct Or Indirect CONTRACTOR's Employees

Any injury to person or damage to property sustained by the CONTRACTOR or by any person, firm, or corporation employed directly or indirectly by the

CONTRACTOR in connection with the CONTRACTOR's performance under this Agreement, however caused, excepting such injury or damage arising solely out of the DISTRICT's sole negligence, unlawful acts or willful misconduct.

1.4.4.2. - Injury Caused By The CONTRACTOR's Employees Or By Direct Or Indirect CONTRACTOR's Employees

Any injury to person or property sustained by any person, firm, or corporation, caused by or alleged to be caused by any act, neglect, default, or omission of the CONTRACTOR, or by any person, firm, or corporation directly or indirectly employed by the CONTRACTOR in connection with the CONTRACTOR's performance under this Agreement.

1.4.5. Force Majeure

The CONTRACTOR will be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by acts of God as defined in Public Contract code section 7105, fire, flood, act of war, civil disturbance, strike, lockout, labor dispute, oil or fuel shortage or embargo, loss of transportation facilities, commandeering of materials, equipment, products, plants, or facilities by the government, or any other circumstances which are beyond the control of the CONTRACTOR when satisfactory evidence thereof is presented to the DISTRICT. Upon a force majeure event, no costs for delays or other claims shall be paid by the DISTRICT or allowed by the CONTRACTOR. See Section 3 for specific provisions related to Covid-19.

In the event of a strike, lockout, or other labor disturbance that interrupts service, the CONTRACTOR will be excused from full performance hereunder only if the CONTRACTOR makes good faith attempts to obtain and utilize qualified personnel to satisfy the terms of the Agreement. The CONTRACTOR must have demonstrated to the DISTRICT that it exercised reasonable and good faith efforts to avert the labor action and to attempt to settle the dispute so as to prevent any interruption of services to the DISTRICT.

1.4.6. Assignment of the Agreement

The CONTRACTOR will not assign or transfer its rights, burdens, duties, or obligations under this Agreement without the prior express written permission of the DISTRICT.

1.4.7. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the DISTRICT shall have the right to terminate any Agreement that may be entered into with the CONTRACTOR and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission,

percentage, brokerage, or contingent fee.

1.5. NONDISCRIMINATION

1.5.1. Nondiscrimination in Employment

The CONTRACTOR will not discriminate against any prospective or active employee because of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation or age. The CONTRACTOR thereby agrees to comply with applicable Federal and California Laws, including but not limited to Title 42 of the *United States Code*, sections 2000 e through 2000 e (17); the California Fair Employment Practices Act, beginning with *Government Code* Section 12900; and *Labor Code* Section 1735.

1.6. TERMINATION ON BREACH

1.6.1. Criteria

This Agreement is subject to termination at the DISTRICT's discretion, if, and not limited to any of the following infractions:

- The CONTRACTOR's licenses or permits legally required to perform transportation service called for by this Agreement have been suspended or revoked.
- The CONTRACTOR fails to provide services specified by this Agreement or is guilty of a substantial violation or material breach of this Agreement.
- The CONTRACTOR is subject to liens due to nonpayment of payroll taxes.
- The CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of its creditors.
- The CONTRACTOR repeatedly violates the provisions of California Motor Carrier Safety Codes.
- The CONTRACTOR fails to maintain school buses in accordance with legal vehicle standards or in accordance with the DISTRICT's vehicle standards described elsewhere in this Agreement.
- The CONTRACTOR fails to maintain office and vehicle repair facilities prudently and safely.
- The CONTRACTOR fails to adhere to the routes and schedules provided by the DISTRICT or disregards laws, ordinances, or directions of the DISTRICT.
- The CONTRACTOR fails or refuses to provide required or agreed on data or information to the appropriate school personnel or to the DISTRICT.
- The CONTRACTOR fails to appropriately staff the DISTRICT designated home-to-school or special education routes so that all routes have an assigned driver at all times.
- Any other violations of the covenants or duties imposed upon the CONTRACTOR by this Agreement.

The DISTRICT's right to terminate is in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

1.6.2. Written Notice

CONTRACTOR shall be in material breach of this Agreement if, in the DISTRICT's reasonable opinion, CONTRACTOR (i) fails to perform any of its obligations described herein or on any of the attachments which are a part of this Agreement or (ii) fails to comply with Federal or State laws or regulations applicable to the provision of services pursuant to this Agreement. If the breach is non-curable, this Agreement shall terminate, at the DISTRICT's election, no earlier than thirty (30) days following delivery of written notice to CONTRACTOR stating reasons for termination. If the breach is curable, this Agreement shall terminate within thirty (30) days after the DISTRICT notifies CONTRACTOR of CONTRACTOR's breach, if in the DISTRICT's sole determination, the CONTRACTOR fails to cure such breach with such thirty (30) day period. In the event of any termination pursuant to Section 1.6 of this Agreement, the DISTRICT shall pay CONTRACTOR all compensation for authorized services rendered in accordance with and through the date of termination of this Agreement.

1.6.3. Damage Provisions

In the event of termination for a cause enumerated in Section 1.6.1, the DISTRICT may secure replacement services described in this Agreement from another firm or provide service itself for the remainder of the Agreement's duration. If the cost of the replacement service exceeds the cost of services under the rates in this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR and/or its sureties, except that the charge shall not exceed 150 percent of the cost of services under the rates in this Agreement. The DISTRICT shall make a good faith effort to secure such replacement services at a reasonable and competitive cost.

1.7. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

The DISTRICT's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments are subject to appropriations for this purpose in the DISTRICT's yearly final adopted budget. If sufficient funds for the next fiscal year's payments are not appropriated, DISTRICT may elect to terminate this Agreement, and, if terminated, the DISTRICT will be relieved of all obligations to the extent that the funds are not appropriated. DISTRICT shall give written notice to CONTRACTOR at the earliest possible date.

DISTRICT reserves the absolute right without cause to terminate this Agreement effective at the end of any Contract Year upon the failure of the state legislature to provide adequate funding to allow DISTRICT to provide transportation services to students within DISTRICT. In the event DISTRICT shall elect to terminate this Agreement due to state legislative funding deficiencies, DISTRICT shall give written notice to CONTRACTOR at the earliest possible date.

1.8 TERMINATION WITHOUT CAUSE/ FOR CONVENIENCE

DISTRICT may terminate the Agreement upon sixty (60) calendar days' written notice to the CONTRACTOR, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT'S interest to continue the Contract. In such a case, the CONTRACTOR shall have no claims against the DISTRICT except: (1) the

actual cost for labor, materials, and services performed in accordance with the Agreement which may be documented through timesheets, invoices, receipts, or otherwise; (2) ten percent (10%) of the total of item (1) for profit and overhead; and (3) five percent (5%) of the total of items (1) and (2) for termination costs. CONTRACTOR acknowledges and agrees that the payments set forth in this paragraph constitute valid consideration for entry into this termination without cause/ for convenience provision.

2. CONTRACTOR'S OBLIGATIONS

The CONTRACTOR must perform all of the services described below and make any arrangements that may not be described but that are necessary to perform these services.

2.1. MANAGEMENT

The CONTRACTOR must provide management staff to coordinate all CONTRACTOR functions described in this Agreement. These staff members will ensure that DISTRICT transportation needs are smoothly and efficiently met. Personnel such as dispatchers and managers who possess the necessary licenses and meet all the training requirements of a school bus driver shall not drive school buses except in an emergency. In addition to such other personnel as may be required to administer this Agreement, the CONTRACTOR shall employ and assign a responsible full-time, on-site Project Manager to act as the CONTRACTOR's designee in all matters relating to this Agreement and to the work to be done. CONTRACTOR must be available to meet with the DISTRICT weekly and be prepared to discuss operations, services, and any pending or future tasks. In addition, CONTRACTOR must be available to meet with DISTRICT monthly to review route schedules and route assignments, parent conferences, and any other potential route changes. The CONTRACTOR's operations office must be adequately staffed from 5:30 a.m. to 5:00 p.m. all days during all days that school is in session. The CONTRACTOR must employ or subcontract with a state-certified school bus driver instructor who will be available to meet the training needs of drivers transporting DISTRICT pupils.

2.2. OPERATIONS, ROUTING, AND SCHEDULING

2.2.1. Operating Requirements

The CONTRACTOR shall provide all pupil transportation necessary to meet the DISTRICT's regular home-to-school and special education needs. Service will be provided on school days and other days designated by the DISTRICT.

DISTRICT and CONTRACTOR will consult on a regular basis concerning the transportation requirements of the DISTRICT. Increased or decreased service to be provided by CONTRACTOR resulting from program and pupil population changes will be directed by the DISTRICT and shall be deemed an ordinary part of this Agreement. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. If, at any time during the period of this Agreement, it is determined by the DISTRICT that service can be improved by revision to routing, scheduling and/or bus assignments, the CONTRACTOR must, insofar as reasonably

possible, plan and implement changes suggested by the DISTRICT.

The CONTRACTOR must, as requested by the DISTRICT, provide other pupil transportation for school-sponsored activities when such other transportation does not conflict with regular home-to-school or special education. Such school-sponsored activities may include field trips, work experience programs, athletic events, and the like.

The CONTRACTOR will, as requested by the DISTRICT, provide other transportation that may conflict with regular home-to-school and special education service. This transportation is a contractual responsibility and failure to provide it will be grounds for termination or liquidated damages of this Agreement in the same way as a regular route service. However, the DISTRICT is under no obligation to assign other transportation, as described above, to transportation CONTRACTOR.

Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, including but not limited to items such as State license, training, oil, lubricants, tires, antifreeze, all repairs and maintenance, storage, washing, fuel and costs of transportation, terminals and maintenance yard.

Contractor agrees to provide a sufficient number of school buses and drivers to perform all of the Contractor's obligations under the Contract. Sufficient, as used in this paragraph, means as many as required by the DISTRICT to accommodate all programs operated by DISTRICT as set forth in the RFP requirements.

2.2.1.1. - Bus Pass System

The DISTRICT employs a parent pay system for home to school transportation that requires the selling of bus passes, and assumes all duties and responsibilities of facilitating and maintaining this system. CONTRACTOR will be responsible for training drivers to check for bus passes after the second week of the semester and reporting accurate passenger counts regularly as requested by the DISTRICT.

2.2.2. Driver Management Requirements

2.2.2.1 - Number of Drivers

The CONTRACTOR shall employ and assign to the DISTRICT a sufficient number of school bus drivers and driver supervisors to assure DISTRICT of continuous, reliable, safe and on-time service.

2.2.2.2 - Mandated Reporter Training

CONTRACTOR acknowledges that, pursuant to California Penal Code section 11165.7, employees, agents, and representatives of CONTRACTOR whose duties required direct contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. CONTRACTOR will ensure that employees, agents, and

representatives of CONTRACTOR who are mandatory reporters will take a child abuse mandated reporter educators training module upon hire and annually thereafter within the first six weeks of each school year. CONTRACTOR will ensure that each employee or agent of contractor who is a mandatory reporter will execute an employee acknowledgment form and a suspected child abuse reporting acknowledgement form. CONTRACTOR will provide copies of these signed forms for each employee or agent of CONTRACTOR who is a mandatory reporter to the DISTRICT prior to the date that the mandated reporter commences performance of any services under this AGREEMENT and annually thereafter within the first six weeks of each school year.

2.2.3. Routing and Scheduling

The DISTRICT will furnish to the CONTRACTOR, on or about July 15th of each year of the term of the Agreement, the estimated number of routes by school and by bus stop. The CONTRACTOR will be responsible for designing safe and optimal routing of buses that will ensure that no student is picked up before 6:30 AM, no student is delivered to their bus stop after 4:30 PM, no student is delivered to school earlier than 15 minutes nor later than five (5) minutes prior to the start of classes and that no student is in transit in excess of 1 hour, except on specific written approval of the DISTRICT. The CONTRACTOR must submit the routes to the DISTRICT by August 1st for approval and posting. The CONTRACTOR will develop specific route directions and maintain these directions current throughout the year. At a minimum, one copy will be with the bus while it is performing the route, one copy will be in the Dispatch Office, and one copy will be furnished to the DISTRICT. A specific route number shall be established for each route and that number must be posted near the door of the bus operating the route to facilitate student identification of the appropriate bus. The CONTRACTOR will be responsible for routing using Versatrans and will provide the DISTRICT a "bus tracker" at no charge. The "bus tracker" will be available for parents to use to track the current location of their student's bus.

CONTRACTOR will provide and maintain, for all drivers, up to date student names of all students assigned to their routes. Drivers will keep such student logs with them when driving and will maintain student confidentiality at all times. CONTRACTOR will immediately provide the District with such student logs when requested by the DISTRICT.

All routing shall become the responsibility of the CONTRACTOR, subject to DISTRICT approval. routing software necessary to plan efficiency of service by the CONTRACTOR, is to be maintained at CONTRACTOR's cost and routing software to be used for DISTRICT purposes will be provided to the DISTRICT, at CONTRACTOR's cost, along with a valid license to load and operate same software to communicate and interface between CONTRACTOR and the DISTRICT.

Routes developed by the CONTRACTOR are to be completed by August 1, 2021 and submitted in hard and soft copy using standard office software of each year of the Agreement and forwarded to the DISTRICT for approval. Routes will indicate a route number, bus number, all stop locations, estimated number of passengers and start and end time for the route.

DISTRICT will cooperate with the CONTRACTOR by approving the routes or suggesting needed changes in a reasonable and timely manner.

Conflicts regarding eligibility of riders and stop locations will be decided by the Board of Education or its designee. The CONTRACTOR agrees to abide by all decisions of the Board or its designees in this area.

2.2.3.1. Student Data

a. DISTRICT Obligations. DISTRICT shall provide student data in compliance with Family Educational rights and Privacy Act, codified in 20 U.S.C. Section 1232g and 34 C.F.R. 99, and California Education Code Sections 49060-49085 (“FERPA”)

b. CONTRACTOR’s Obligations. CONTRACTOR shall perform the following duties in regards to any student data that CONTRACTOR obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit DISTRICT access to any relevant records for the purpose of completing authorized audits; (iv) require all of CONTRACTOR's officer, directors, administrators, employees, contractors, and agents to comply with all provision of FERPA and other relevant federal and California laws and regulations; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying student data; (vi) maintain all data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (3) days after it is no longer required. Failure to properly destroy or return student data shall preclude CONTRACTOR from accessing personally identifiable student information for at least five (50 years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for DISTRICT to terminate the CONTRACTOR for cause and seek any and all remedies available to DISTRICT at law and in equity.

2.2.3.2. – Dry Runs and Driver Orientation

Dry runs will be conducted on all routes prior to the beginning of a new school year or extended session and prior to the implementation of a new route during the school year. All dry runs must take place at a time of day during which the route would ordinarily be operated. In addition a four (4) hour driver orientation will be conducted for all drivers who will be assigned to perform services for the DISTRICT. The orientation program shall include, but will not be limited to, pupil management, relationships with parents, relationships with the school and the general public, discipline on the school bus, service to special education students, and other pertinent information. CONTRACTOR shall submit documentation to the DISTRICT verifying that all staff has attended this orientation program. The cost of said dry runs and driver orientation shall be borne by the CONTRACTOR.

CONTRACTOR shall maintain complete and accurate records of all trips provided and all miles traveled under this Contact, all disciplinary actions, and such other reports the DISTRICT may request or such other reports which may be required under applicable laws.

2.2.3.3. – Changes in Driver Assignments

CONTRACTOR shall make all reasonable efforts to permanently assign drivers to the same bus route whenever possible. If a change is made to a permanent route assignment during the course of the academic year, the CONTRACTOR shall notify the DISTRICT as soon as possible. All drivers new to a route will conduct a dry run of the route at no additional cost to the DISTRICT. The CONTRACTOR shall enter into no agreements which would require rebidding of the entire route system at any time during the year, this provision is not intended to prohibit individual drivers from selecting an open route, although the CONTRACTOR shall be responsible for ensuring that appropriate dry runs are conducted and verification submitted to the DISTRICT.

2.2.3.4. – Changes in Established Routes or Stops

Changes to established routes, stops, or schedules shall be implemented by the CONTRACTOR as soon as possible but in no case more than two calendar days later than notification of the change is received by the CONTRACTOR manager responsible for service to the DISTRICT. Such changes may include (1) deletion of service for an individual pupil; (2) addition of service to individual pupils at an established stop; (3) addition of service to pupils at a new stop; and (4) addition of new routes serviced by CONTRACTOR-owned buses.

2.2.3.5. – Changes in School Schedules

DISTRICT shall not be obligated to pay for any services hereunder on those days when the schools and classes of the DISTRICT are closed or classes delayed to ensure the health and safety of pupils, for reason of inclement weather, for when the school day is scheduled for other than regular start or end times, or for any other lawful reason, provided that the DISTRICT has notified the CONTRACTOR by 5:00 am of the day that service is scheduled to operate. Should the DISTRICT fail to give this required notice the CONTRACTOR documented shall be entitled to a payment equal to fifty percent (50%) of the base daily rate, not including excess time.

The CONTRACTOR will follow DISTRICT procedures for emergency cancellation of transportation. CONTRACTOR, at DISTRICT request, will provide professional advice prior to DISTRICT cancellations due to weather conditions, or emergency closings.

2.2.3.6. – Bus Attendants

The CONTRACTOR is required to provide a bus attendant to a specific route upon request by the DISTRICT. Such attendants shall be subject to the same CONTRACTOR screening process as are its drivers, and shall, as a minimum, be trained in all of the portions of the school bus driver curriculum which pertain to student relations and handling of special needs students. Compensation for providing an attendant shall be at the hourly cost specified on the Price Quotation Form and shall be billed portal-to-portal in the same way as an extra bus run.

2.2.3.7. – Supervision of Loading and Unloading

The CONTRACTOR agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the CONTRACTOR will provide office operation for reporting transportation problems.

2.2.4. Dispatch

The CONTRACTOR shall ensure that:

- An appropriate size and type of bus is assigned to each route each day.
- The bus assigned to each route is in compliance with legal and contractually described maintenance requirements.
- All routes are assigned to a driver who is available to drive them.
- All routes are assigned to a driver who possesses all relevant endorsements or credentials needed to drive the type of bus assigned to that route.

2.2.5. Other Transportation

2.2.5.1 – Non-conflicting Trips

The CONTRACTOR shall provide service for all non-conflicting trips requested by the DISTRICT. Charges for such trips shall be made at the rates identified on the Price Quotation Form.

2.2.5.2 – Conflicting Trips

The CONTRACTOR shall provide transportation service for up to at least three (3) trips per day that “conflict” with home-to-school service. Regular route drivers will not be assigned to conflicting trips without the specific consent of the DISTRICT, which will only be granted in unusual circumstances.

2.2.5.3 – Option to Cancel

The DISTRICT will have the option to cancel, without charge, any scheduled co-curricular trip on the DISTRICT’s notification to the CONTRACTOR at least two hours prior to the time of the first scheduled pupil pickup. The DISTRICT agrees to pay a \$22.00 penalty charge for field-trip cancellations in which a two-hour notice has not been given.

2.2.5.4. – Limitations of DISTRICT’s Obligations

The DISTRICT is not at any time obligated to request other transportation services of the CONTRACTOR, nor to pay for services not received, with the sole exception of the cancellation penalty provided for in Section 2.2.5.3 above.

2.2.5.5. – DISTRICT’s Right to Enter Into Separate Agreements

The DISTRICT expressly retains the right to enter into contract agreements separately with other vendors for transportation services while this Agreement is in force, when the DISTRICT in its sole discretion feels it is in the best interest of the DISTRICT to do so.

2.3. SCHOOL BUS DRIVER REQUIREMENTS

2.3.1. DISTRICT's Philosophy

It is the DISTRICT's intent to provide high-quality transportation service and to ensure the safety and comfort of the DISTRICT's pupils. Toward that end; the CONTRACTOR hereby recognizes and agrees to uphold the following general standards for personnel.

- For the protection of pupils, the drivers and other persons who have contact with pupils and their families must be of stable personality and good moral character.
- The CONTRACTOR must allow no person to drive a school bus if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the CONTRACTOR allow any person to drive a school bus who is not, at any time, in a condition of mental and emotional stability.
- The use of tobacco or tobacco products, including Vape devices, and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school buses, and DISTRICT property at all times.
- Fraternalization or other contact with students is strictly prohibited.
- Use of foul, slanderous, offensive, discourteous or disrespectful language will not be tolerated.
- "Cruising" or "Loitering" on DISTRICT property is not permitted at any time.

2.3.1.1. - Hiring and Discharging

It shall be the responsibility of the CONTRACTOR to design and implement an employee hiring program. The goal of this program shall be to attract qualified candidates, train each candidate to meet state licensing requirements and to maintain a compliment of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services.

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder. However, DISTRICT shall have the right to request CONTRACTOR to remove from service to the DISTRICT any employee who, in DISTRICT's sole discretion, is deemed unsuitable for the performance of transportation services for DISTRICT; provided that DISTRICT shall make such request in writing, state the reasons therefor and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

CONTRACTOR will ensure that there are a minimum of 10% of standby drivers and monitors/aides on the workforce.

CONTRACTOR shall provide the DISTRICT access to background check reports and results upon request. All drivers and monitors/aides are to be fingerprinted and cleared per Ed Code 45125.1 before reporting to work.

Not less than thirty (30) days prior to the start of any school year, DISTRICT shall advise CONTRACTOR of any additional or special requirements for training or qualification for drivers or driver/trainers. CONTRACTOR will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing DISTRICT's students.

DISTRICT is required by law and/or DISTRICT policy that all drivers are to be fingerprinted and cleared per Ed Code 45125.1 before reporting to work.

TB requirements: It shall be required that all drivers who will be transporting students complete a tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of hire, prior to being assigned to any shifts (CA Education Code 49406) It will be the responsibility of the CONTRACTOR to conduct assessments and report examination results to DISTRICT.

2.3.2. Pre-employment Screening

The CONTRACTOR will develop and implement a pre-employment interview and/or screening program for all candidates for employment in driving a school bus or being a monitor/aide. The screening program will be designed to assist the CONTRACTOR in determining the candidates' suitability for work with school pupils in the transportation setting. The program shall also seek to identify those candidates who may be suitable for assignment to transportation services for special needs students.

The CONTRACTOR shall comply, at CONTRACTOR's expense, with all Federal, State and/or local fingerprinting and employee background check laws in accordance with Education Code section 45125.1, drug/alcohol testing including random drug/alcohol testing and to provide proof of compliance and/or clearance to the DISTRICT. CONTRACTOR shall provide a written statement annually, that CONTRACTOR has completed a criminal background check and that none of its employees who have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively, shall come in contact with DISTRICT students.

2.3.3. Credentials and Related Requirements

2.3.3.1 - Licenses and Permits

Every driver employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain an appropriate, valid Commercial Driver's License, a valid California School Bus Driver's Certificate, and any other applicable licenses or permits, and meet other criteria required by law or by DISTRICT's policies, rules or regulations.

2.3.3.2 - Health Requirements

Consistent with California Code of Regulations, Title 13, Section 1229, when a route requires transportation of pupils with special needs (such as handicapped pupils who must be lifted in and out of vehicles), or when a bus requires any special expertise to operate (such as is needed to operate a bus with manual transmission, a bus with certain types of brakes, or a transit-type bus), all drivers, whether permanent, temporary, or substitute, who will transport those pupils or operate those buses must first demonstrate proficiency and/or complete special training relevant to those special requirements. The DISTRICT may also choose to establish and require compliance with other requirements that are rationally related to the special services to be performed.

Drivers are to be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.

2.3.4. Drug use Prevention

Controlled Substances Use and Testing

In accordance with the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 304520, the CONTRACTOR shall establish and maintain a formal controlled substances and alcohol use testing program. CONTRACTOR must submit an outline of their substance testing program to the DISTRICT.

Drug-Free Workplace Certification

Pursuant to Government Code Section 8350 et seq., the CONTRACTOR shall certify to the DISTRICT in writing and under penalty of perjury that the CONTRACTOR shall comply with the requirements of the Drug-Free Workplace Act.

Use of Tobacco Products

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

2.3.5. Other Requirements

2.3.5.1 - Age

No driver who is less than twenty-one years of age will be allowed to operate any bus transporting pupils of the DISTRICT.

2.3.5.2 - Ability to Communicate

No driver, monitor/aide will be assigned to DISTRICT routes who is unable to communicate in English.

2.3.5.3 - Uniform and Identification Badges

CONTRACTOR will develop and furnish to the DISTRICT a policy on appropriate dress for drivers which will insure a professional appearance. At a minimum, drivers will wear a distinctive uniform shirt or jacket at all times while on duty. The DISTRICT reserves the right to direct modifications to the dress code when necessary, in the DISTRICT'S sole judgment, to maintain professional appearance. CONTRACTOR shall provide each employee with a picture identification badge that shall be worn on the outside of their uniform. The badge shall show the company name of the CONTRACTOR as well as the name of the driver.

2.4. SCHOOL BUS DRIVER TRAINING REQUIREMENTS

The CONTRACTOR will provide or arrange for any such legally required or other training as is needed to ensure that qualified drivers are available to provide transportation services described in this Agreement.

2.4.1. Original Training

CONTRACTOR shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The DISTRICT shall have the right to review course content.

The CONTRACTOR shall be responsible for all aspects of pre-service and in-service training of school bus drivers used in the scope of this Contract. The CONTRACTOR shall ensure that newly licensed drivers receive, at a minimum, the bus driver training hours prescribed by the stipulations, current acts and amendments as set forth in 13 CCR § 1204 and approved by the State Department of Education in compliance with California Vehicle Code sections § 12517, § 12519 and §12522, or as otherwise set forth in law.

Prior to the start of the school year, CONTRACTOR will provide time at one of its driver orientation sessions so that DISTRICT administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by CONTRACTOR and DISTRICT. DISTRICT may not distribute materials to drivers without CONTRACTOR approval.

2.4.2. In-Service Training

In order to continue driving, every driver, whether permanent, temporary, or substitute, must each year complete all of the in-service training which is required by the State of California to maintain their school bus driver certificate in good standing. A valid and up-to date T-01 training card must be maintained as evidence of compliance with this requirement.

The CONTRACTOR shall pay drivers for hours spent receiving any type of training for which in-service training credit is received; however, this training shall be conducted at no cost to the DISTRICT.

2.4.3. Retraining

The CONTRACTOR must assign mandatory retraining after a preventable accident or incident or after a driver's evaluation indicates that a training deficiency exists. The DISTRICT may also direct such retraining when, in its sole judgment, such training is necessary. A driver assigned such retraining may not continue to drive a bus transporting the DISTRICT'S pupils until such retraining has been completed satisfactorily. The CONTRACTOR shall bear all retraining costs.

2.4.4. Safety Program

Safety is a paramount concern of the DISTRICT. In recognition of this priority, the CONTRACTOR shall be responsible for planning, implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program. CONTRACTOR shall ensure the availability of a state-certified School Bus Driver Instructor to conduct the program. This program must include but not be limited to regularly scheduled safety meetings for the drivers. The CONTRACTOR shall conduct a minimum of eight (8) driver safety meetings each school year, and drivers will be required to attend. In the event a driver fails to attend two (2) or more of these safety meetings, the driver will be subject to suspension. The agendas of the meetings will be available for inspection by the DISTRICT on request. Attendance at these safety meetings is an independent criterion of the driver's eligibility to transport the DISTRICT'S pupils. Time spent during these safety meetings may be counted toward annual in-service training requirements, as determined by a state-certified School Bus Driver Instructor.

2.4.5. Safe Riding and Evacuation Training

The CONTRACTOR must assist and participate with the DISTRICT in providing safety programs as needed for their students. All bus routes, bus stops, operation of vehicles, and other activities must be conducted with the safety of the students as the prime concern.

In accordance with California Code of Regulations, Title 5, § 14102, the CONTRACTOR, in cooperation with the DISTRICT, shall conduct emergency bus evacuation drills at all schools. The DISTRICT and the CONTRACTOR will schedule time, by mutual agreement, for semi-annual emergency exit drills on each route and for disaster drills as directed by the DISTRICT. There will be no billing for excess time spent on bus routes for these drills.

Once per school year, CONTRACTOR will provide bussing at no cost to DISTRICT, for an emergency site evacuation drill.

2.4.6. Evaluation

The CONTRACTOR'S Terminal Management Staff will evaluate drivers on their routes at least once

each semester for the purpose of observing their driving practices with respect to safety; mechanical operation; conformance with laws, policies, and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of pupils. All drivers assigned to perform services under the Agreement must maintain a minimum evaluation rating of satisfactory in all evaluation categories. Mandatory retraining shall be assigned as appropriate.

2.5. MAINTENANCE

The CONTRACTOR will provide staff, parts, materials, and equipment including tools necessary to maintain vehicles serving the DISTRICT.

2.5.1. Maintenance Standards

CONTRACTOR will maintain all regular and standby school buses serving the DISTRICT in performance of this Agreement in good and safe mechanical and operating condition that meets or exceeds the standards established by the applicable laws; including those regarding lap/shoulder belts or seat belts, including by way of illustration and not limitation California Vehicle Code section 27316.5, California Code of Regulations section 14105 and California Education Code section 39831.5. All such buses shall further be maintained in clean and sanitary condition and shall have good interior and exterior appearance during the entire term of this Agreement. Mechanically, the buses must be maintained in a condition approximating that set out by the original manufacturer. Failure to maintain buses in a condition acceptable to the DISTRICT will constitute a default of performance of this Agreement.

2.5.2. Removal from Service

A bus shall be declared unfit for service and removed from service to the DISTRICT by the CONTRACTOR if the bus:

- Does not comply with legal requirements especially, but not exclusively, the legal maximum preventive maintenance inspection intervals; or
- Is defective in a way that threatens the safety of bus passengers or of persons near or around the bus; or
- Is defective in a way that, if the vehicle were operated, may damage the vehicle or damage the DISTRICT'S property.
- Exceeds age limits established in section 2.6.1.1, Age and Specification of Bus Equipment.

Such buses must not be returned to service to the DISTRICT until the defect or cause of non-compliance has been corrected.

2.5.3. Responsible Party

The CONTRACTOR will be the responsible party with respect to the California Highway Patrol's inspection of school buses, vehicle maintenance and repair facilities, and related issues.

2.6. FACILITIES, EQUIPMENT, AND SUPPLIES

2.6.1. DISTRICT-Provided Terminal Maintenance Facilities

Total consideration for this Agreement does not include consideration for CONTRACTOR leasing DISTRICT parking facilities, maintenance facilities or vehicles. Separate agreements will be negotiated for these areas.

The CONTRACTOR and DISTRICT may negotiate a separate lease to accommodate sufficient parking spaces for approximately 20 buses and 20 vans, a 60 ft. by 30 ft. maintenance building and space for one (1) office trailer.

Equipment Requirements

2.6.1.1. - Age and Specifications of Bus Equipment

A reasonable phase-in plan will be submitted to the DISTRICT that specifies the proposed transitional buses and replacement buses. Plan will include a list of all proposed buses that includes, make, model, capacity, and year. Once the plan has been approved by the DISTRICT, no 78-82 passenger bus operated under this Agreement shall be more than ten (10) years old at any time during the term of this Agreement nor will the average age of 78-82 passenger buses, including spares, be more than five (5) years. No van or lift van operated under this Agreement shall be more than five (5) years old at any time during the term of this Agreement.

All buses, including spares, shall meet at a minimum, a tier 2 level, NSTA Green School Bus Fleet Certification. An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The CONTRACTOR will be responsible for maintaining these records.

All 78-82 passenger buses operated under this Agreement shall be rear engine powered and equipped with full dual air brakes. All buses operated under this Agreement will be automatic transmission equipped. The CONTRACTOR will include a minimum ten percent (10%) spare factor in every category of equipment, with at least one (1) spare in every category. Buses intended for use as conflicting trip buses must not be included as spares in meeting the requirement of this section.

2.6.1.2. - Radio Equipment Owned by CONTRACTOR

The CONTRACTOR shall provide and maintain, at CONTRACTOR expense, a radio communication system, including two-way radio equipment in all buses providing services hereunder, as well as spare radio equipment; at least one base station for the

CONTRACTOR's on-site terminal management; and two radios, fully operational on the bus frequency, in locations to be specified by the DISTRICT. No bus will be used for transportation of DISTRICT pupils that does not have an operational two-way radio. Radio equipment shall be used exclusively for transportation programs operated for the DISTRICT, unless otherwise approved by the DISTRICT. The CONTRACTOR must instruct bus drivers and other appropriate staff in the use of the equipment in accordance with the procedures approved by the DISTRICT.

2.6.1.3. - Telephone Communication

CONTRACTOR shall install and maintain at CONTRACTOR's expense a direct connect telephone line (or other appropriate telecommunications service acceptable to the DISTRICT) between his dispatch office and the DISTRICT Office to facilitate communication. CONTRACTOR and CONTRACTOR's staff shall make every effort to answer calls on this line in a timely manner. CONTRACTOR shall also provide a means for the DISTRICT to be directed to an assigned contact in the event of an emergency after normal business hours. The DISTRICT shall provide CONTRACTOR contact information for appropriate DISTRICT personnel for use after hours or in the event of an emergency.

2.6.1.4. - Surveillance Cameras

All vehicles will be equipped with on board digital cameras, according to specifications approved by the DISTRICT. The CONTRACTOR shall be responsible for the procurement of the system (hardware & software), installation costs and ongoing maintenance.

CONTRACTOR acknowledges the DISTRICT policies and administrative regulations concerning surveillance cameras on vehicles. Board Policy and Administrative Regulation 5131.1 are attached as Exhibit B.

2.6.1.5. - Air-Conditioned Vehicles

The CONTRACTOR will provide air-conditioned vehicles for all Home to School and Special Education routes. All vehicles used in the service of the agreement are required to have working air conditioning in the main passenger compartment.

2.6.1.6. - Global Positioning System (GPS)

The CONTRACTOR will provide GPS for all vehicles as specifically requested by the DISTRICT. The CONTRACTOR shall be responsible for the procurement of the system (hardware & software), installation costs and ongoing maintenance.

2.6.2. - Supplies

The CONTRACTOR is responsible for procuring all supplies, fuel, utilities, and related expenses for items necessary to provide the services called for in this Agreement unless otherwise agreed to in writing by this DISTRICT.

2.6.3. – Fuel and Fuel Shortage

CONTRACTOR shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses hereunder. The CONTRACTOR shall be responsible for compliance with all state and federal Environmental Protection Agency guidelines, rules and regulations. There will be no bulk fuel storage allowed on the DISTRICT's facilities.

School buses (transit size) servicing the Agreement shall be fueled by compressed natural gas. Van style buses and other vehicles may be fueled by gasoline.

2.7. CONTRACTOR'S RECORDS AND REPORTING REQUIREMENTS

The CONTRACTOR shall make available at any time to the DISTRICT all operating records that the DISTRICT may request. Additionally, the CONTRACTOR will provide certain regular reports to the DISTRICT as specified in this section and others as mutually agreed on by the DISTRICT and CONTRACTOR.

2.7.1. Records to be Maintained by CONTRACTOR

2.7.1.1. – Operating Records

The CONTRACTOR shall maintain, for the entire term of the Agreement, with extensions and for a minimum of five (5) years after termination or expiration of this Agreement, daily records indicating route numbers, bus numbers, drivers' names, the number of students transported to each school site, the number of miles and hours driven, and the program to which the pupils are assigned.

CONTRACTOR shall maintain such records and submit such reports, as are deemed necessary by the DISTRICT and as negotiated between CONTRACTOR and DISTRICT from time to time. All reports required by DISTRICT shall be submitted on forms mutually agreed upon by both parties. CONTRACTOR will not be responsible for filing on behalf of DISTRICT any state or regulatory reports concerning ridership or reimbursement.

CONTRACTOR shall provide within 30 business days of any request, those reports and records which may be reasonably requested by DISTRICT pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing CONTRACTOR's records, DISTRICT shall protect the confidentiality of CONTRACTOR's proprietary or confidential information included in the data provided to the extent allowed by California and Federal laws.

2.7.1.2. - Personnel Records

The CONTRACTOR shall maintain records that include documentation of all driver,

management, and support staff compliance with all legal requirements and with all standards and requirements set out within this Agreement.

2.7.1.3 - Fleet Records

The CONTRACTOR shall maintain the following records for the entire term of this Agreement, at no cost to the DISTRICT:

- The number of vehicles unavailable for service during each school bus operating shift (morning run, midday run, or afternoon run) due to inspection, repair or other reason;
- The number and details of any roadway breakdown or halt of service suffered by buses that serve the DISTRICT;
- All pre-trip inspection sheets completed by drivers transporting the DISTRICT's pupils;
- Vehicle owners' manuals or the like that include documentation of compliance with all legal requirements and with all standards and requirements set out in this Agreement.

2.7.2. Reports to be Submitted Regularly to the DISTRICT by the CONTRACTOR

If a pupil behavior infraction occurs during the CONTRACTOR's performance of this Agreement, the CONTRACTOR must report to the DISTRICT Business Manager and School Principal within a period of (3) hours of the specified event, including nature, time and date of the incident(s).

If any of the following events occur during the CONTRACTOR's performance of this Agreement, the CONTRACTOR must report to the DISTRICT the described information within a period of two working days of the specified event.

- If permanent route driver assignments change, the CONTRACTOR shall provide an updated list of routes and drivers assigned to those routes. If several changes are made, a list is required no more than once a week.
- If the CHP Motor Carrier inspects any vehicles serving the DISTRICT or inspects the Terminal facility, the CONTRACTOR shall provide to the DISTRICT a copy of the inspection report.
- If any runs were late or missed during a week, the CONTRACTOR must submit a written summary for the week of all late or missed trips, including the cause of the problem and any corrective action taken.

2.7.2.1 - Accident Reports

All accidents or incidents must be verbally reported to the DISTRICT immediately followed

by continual verbal updates and a full written report that is to be furnished within 12 hours after the event and further updated in writing as more information becomes available. Accident reports must make clear or provide at a minimum the following:

- Whether pupils were on the bus or loading or unloading from the bus at the time of the accident;
- Whether any injuries occurred;
- The driver, location, involvement of other vehicles, and nature and extent of any property damage;
- The CONTRACTOR's assessment of preventability of the accident; and Accident and incident reports completed by the CONTRACTOR's management and by drivers.
- Police case number when available.

The CONTRACTOR must further provide the DISTRICT any accident reports obtained from the California Highway Patrol or from any other law enforcement agency as soon after the accident as they become available.

2.8. DISTRICT'S RIGHTS AND RESPONSIBILITIES

2.8.1. Discipline on the School Bus/Vandalism

"Pupils transported in a school bus or in a school pupil activity bus shall be the direct authority of, and responsible directly to, the driver of the bus," as specified in the California Code of Regulations, Title 5, Section 14103. The CONTRACTOR must report to the DISTRICT no later than the end of the day any incidents of misconduct on the bus and any corrective action taken. No pupil shall be suspended or expelled from a school bus without the prior written permission of the DISTRICT. Every driver must at all times adhere to the DISTRICT's established student disciplinary policies, and DISTRICT agrees to fully enforce DISTRICT's established student disciplinary policies and California state law.

In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils and then only after confirmed radio notice to CONTRACTOR's terminal and to the pupil's school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the end of the school day following completion of the route. The DISTRICT and the CONTRACTOR will, in the event the CONTRACTOR determines that the pupil poses a danger to himself/herself or to other passengers, cooperate to provide a safe transportation environment prior to the CONTRACTOR being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between DISTRICT and CONTRACTOR.

Vandalism or damage to CONTRACTOR's equipment or facilities shall be the responsibility of CONTRACTOR. DISTRICT shall give CONTRACTOR reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by DISTRICT students. CONTRACTOR may, with the written concurrence by DISTRICT, refuse to provide a pupil with transportation service until vandalism damages caused by such pupil are paid.

The CONTRACTOR will ensure that drivers are available to participate in parent-teacher/administrator conferences concerning transportation-related disciplinary problems.

2.8.2. Bus Availability for Inspection Purposes

The CONTRACTOR will make any bus used to transport the DISTRICT's pupils available to the DISTRICT at any reasonable time for inspection by the DISTRICT.

2.8.3. Authority to Remove Buses from Service

At the written request of the DISTRICT, the CONTRACTOR must remove immediately from DISTRICT service any and all buses that are determined unfit for service by the DISTRICT, by the CHP Motor Carrier, or by any Officer of the Law. Should the DISTRICT direct the removal of a bus from service the DISTRICT will provide specific reasons for such a request.

2.8.4. Authority to Reject, and to Require Removal of Drivers from DISTRICT Service

The DISTRICT reserves the right to reject, in its sole discretion, for DISTRICT service under this Agreement, any driver who may be transporting its pupils at any time during the duration of this Agreement. Further, at the request of the DISTRICT, the CONTRACTOR shall immediately remove from service to the DISTRICT any driver, whether permanent, temporary, or substitute.

2.8.5. Liquidated Damages

CONTRACTOR agrees that if the services are not completed in strict accordance with the Agreement, RFP requirements, and other Agreement documents, it is understood, acknowledged and agreed that the DISTRICT will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay to the DISTRICT as fixed and liquidated damages, and not as a penalty, the sums stated in the Liquidated Damages Schedule for each and every school day the CONTRACTOR is in violation of the Agreement, RFP requirements, or other Agreement documents.

To recover losses it suffers (which may be unmeasurable) and to discourage poor performance the DISTRICT may assess liquidated damages. These damages accrue in addition to the DISTRICT's expectation that it will not pay for any service that has not been provided. No liquidated damages except those for failure to report late buses will be assessed during weeks in which 98 percent of all runs operated by the CONTRACTOR are neither early nor more than fifteen (15) minutes late when compared to the scheduled departure and arrival times. If fewer than 98 percent of all runs are operated on time, liquidated damages may be assessed as outlined in the Liquidated Damages Schedule.

CONTRACTOR will provide DISTRICT with a weekly GPS report reflecting the total number of runs operating on schedule and total number of early or late runs with the number of minutes denoted. Such report will be provided by the end of day Tuesday for the prior week.

Determination of charging liquidated damages is at the sole discretion of the DISTRICT. The provisions with respect to liquidated damages are in addition to, and not in limitation of any other rights or remedies available to the DISTRICT under the Contract or the laws of the State of California, or laws of the Federal Government.

The provisions with respect to liquidated damages of this paragraph do not apply when delays are caused by conditions beyond the control of the CONTRACTOR, such as but not limited to acts of God, as determined by the DISTRICT.

Liquidated Damages Schedule

CONTRACTOR and DISTRICT agree that because of the nature of the service rendered, it is difficult to fix the actual damage to the DISTRICT for nonperformance of service. Therefore, CONTRACTOR and DISTRICT agree to an assessment of liquidated damages based on a Level One Assessment of \$100, Level Two Assessment of \$200, or Level Three Assessment of \$250 for each of the following:

Level One

- A) Trips which leave a pick-up location early or are more than 15 minutes late to a destination as scheduled.
- B) Bus with a two-way radio not in proper working condition for any reason.
- C) Failure by a driver, dispatcher, or other CONTRACTOR employee to immediately follow prescribed procedure regarding reporting:
 - 1. Breakdown;
 - 2. Accidents;
 - 3. Buses out of service;
 - 4. Late buses;
 - 5. Cover relief or standby driver on the route
- D) Failure of a driver to keep up-to-date route sheets, seating charts, student lists
- E) Failure to conduct a dry run prior to beginning a new route
- F) Failure of CONTRACTOR to post and display signs, notices or identification markings on buses as required by law or the DISTRICT
- G) Failure of any driver, bus aide, or field supervisor to follow Uniform policy
- H) Failure of the CONTRACTOR to submit a passenger count on routes as specified herein
- I) Students delivered later than five minutes prior to the start of classes.

J) Any student is in transit in excess of 1 hour, except on specific approval of the DISTRICT

Level Two

- A) Seat belts, harness, car seat, and other equipment not used or provided as required
- B) Disorderly conduct/inappropriate or illegal behavior by CONTRACTOR personnel when on school grounds, transporting students, or under contract
- C) Failure to maintain and/or provide a minimum of 10% standby buses/vehicles ready and available for service daily
- D) Failure to maintain two standby drivers at all times
- E) Failure to comply with kindergarten or Special Ed student release protocol
- F) Any bus that is more than 30 minutes late

Level Three

- A) Failure to notify the school involved and the DISTRICT immediately of any late bus over 15 minutes will result in an assessment of \$250.00 and will not be subject to the abatement (98% rule) described in paragraph above.
- B) Use of a driver who has not been properly trained for service.

2.8.6. Services Provided by the DISTRICT

The DISTRICT is responsible for and shall provide the following:

- Parent and school liaison
- Parent and school complaint resolution
- Emergency contact information for DISTRICT personnel
- Other items mutually agreeable to the DISTRICT and the CONTRACTOR

2.8.7. Authority

Both parties warrant that they are properly authorized to enter into this Agreement.

3. COVID-19

3.1 GENERAL REQUIREMENTS

Due to the current Coronavirus/ COVID-19 pandemic, the DISTRICT is requiring the CONTRACTOR and any workers performing Services under this Agreement fully comply with any

existing and future order, regulations or other requirements issued by any federal, state or local authority applicable to the Services. All workers shall comply with current recommendations and requirements related to COVID-19 including, but not limited to, maintaining a minimum of six feet of separation and social distancing; requirement that any worker that feels ill or has COVID-19 symptoms immediately get tested and self-quarantine as required, report such symptoms to his or her designated COVID-19 Representative (discussed in further detail below), and not return until all symptoms are clear for a minimum of 7 days; cleaning work areas; washing hands and using hand sanitizers often; wearing proper personal protection equipment (PPE) at all times; and limiting contacts to the extent possible with others. All workers must fully comply with the County of Los Angeles most recent COVID-19 Safety Guidelines and other applicable guidelines and recommendations issued by OSHA and CDC. If there are any inconsistencies or conflicts with any guidelines or recommendations, the stricter and more stringent provisions shall apply and prevail. CONTRACTOR to prepare and submit COVID-19 Planning, Preparedness, and Prevention Plan with safety protocols consistent with all current applicable guidelines and recommendations from all federal, state and local agencies to the DISTRICT prior to service implementation.

3.1.1 COVID-19 Representative

The CONTRACTOR shall appoint and identify in writing a COVID-19 Representative along with contact information including email and cell phone. All notices sent to the designated COVID-19 Representative shall be deemed to have been sent to all of COVID-19 Representative's company and all employees.

3.1.2 No Costs for Delays

If CONTRACTOR experiences any delay due to complying with any current or future order issued by federal, state or local authority related to COVID-19, the CONTRACTOR shall notify the DISTRICT in writing not later than five days after being aware of or experiencing any such delays. If any delays are approved by the DISTRICT, the CONTRACTOR agrees that such delays shall be deemed excusable non-compensable delays. If the DISTRICT is required, or believes in its sole discretion, that the DISTRICT must cease or reduce any Services under this Agreement due to COVID-19 or any related health and safety issues, CONTRACTOR shall only be paid for any Services actually rendered and shall not be entitled to any additional costs including, but not limited to, any costs or other damages arising from or related to SB 117 approved by the Governor of California on March 17, 2020.

[The remainder of this page intentionally left blank]

The Las Virgenes Unified School District and _____, DO HEREBY MUTUALLY AGREE TO ALL OF THE ABOVE TERMS AND PROVISIONS.

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

Las Virgenes Unified School District

Contractor

Name:

Name:

Signature:

Signature:

Title:

Title:

(Authorized Officers or Agents)

Date:

Date:

Corporate Seal

EXHIBIT B
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

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:

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

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

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 submitted to the District.

EXHIBIT C
PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

THAT WHEREAS, the Las Virgenes Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Service Provider"), an agreement to provide Small Group Transportation Services _____ (hereinafter referred to as the "Services"); and

WHEREAS, the work to be performed by the Service Provider is more particularly set forth in that certain contract for said Services dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Service Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Service Provider, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Las Virgenes Unified School District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee for the Home-to-School Pupil Transportation Routes and Special Education Routes under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Service Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all Services and materials; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the Contract or to the Services to be provided under the Contract, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of the Services under the Contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Obligee. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the Contract, or to the Services, as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, or independent service providers, subject to acceptance and approval of such agents or independent contractors or independent service providers by Obligee as

hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract; or, at Obligees sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, arrange for a contract between such bidder and the Obligees and make available as Services are provided (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completing all Services less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a replacement service provider from the Surety.

Surety expressly agrees that the Obligees may reject any agent or service provider which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the Services in the event of default by the Principal.

No final settlement between the Obligees and the Service Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The obligation of the Surety hereunder shall continue so long as any obligation of the Service Provider remains.

Service Provider and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Service Provider and Surety shall pay Obligees reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/SERVICE PROVIDER:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

EXHIBIT D
CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: _____

CONTRACTOR: _____

BY: _____
Signature

NAME: _____

TITLE: _____

EXHIBIT E

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles.

DATE: _____

CONTRACTOR: _____

BY: _____

Signature

NAME: _____

TITLE: _____

EXHIBIT F
NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

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

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

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

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

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

EXHIBIT G
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS
AND EXAMINATION FOR TUBERCULOSIS REQUIREMENTS

*During the school day all workers must check in with the front office
and follow standard visitor management protocols.*

_____ certifies that it has performed one of the following:

[Name of Contractor/consultant]

Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice and Federal Bureau of Investigation, of all employees and subcontractors providing services to the Las Virgenes Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Contractor will not constitute a health hazard to students.

_____ Contractor and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. Contractor must cause to be on file with the District a certificate from the examining physician showing the Contractor, officers, agents, employees and/or subcontractors of Contractor have been examined and found free from active tuberculosis.

_____ Contractor and its subcontractors are not required to comply with Education Code section 49406, Examination for tuberculosis requirements.

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

Date _____, 20__

Name of Contractor: _____

By its: _____

ATTACHMENT "A" TO CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

EXHIBIT H

W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**EXHIBIT I
INSURANCE REQUIREMENTS**

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Las Virgenes Unified School District within ten (10) calendar days after receipt of notification of award. All insurance provided by the Contractor shall fully comply with the requirements set forth in the General Terms and Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Agreement, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Contractor shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used, or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Title: _____
Department: _____
Company: _____
Street Address: _____
City, State Zip Code: _____
Telephone _____ Number: _____
Email: _____

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in the General Terms and Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Title: _____
Department: _____
Company: _____
Address: _____
Telephone: _____
Email: _____