

AMENDMENT/ADDENDUM #1  
to  
Request for Proposal (RFP)  
#01.0-904-2021-003  
SCHOOL BUS TRANSPORTATION  
HOME-TO-SCHOOL PUPIL TRANSPORTATION,  
SPECIAL EDUCATION TRANSPORTATION AND OTHER TRANSPORTATION

The following changes, additions, deletions or corrections have been made to the original RFP documents, shall become a part of the RFP and Contract Documents for the above-referenced RFP. All other aspects of the services set forth in the original RFP and Contract Documents shall remain unchanged. Proposers shall acknowledge receipt of this Amendment in the space provided on the Pricing Quotation Form. Failure to do so may subject the Proposer to disqualification and its Proposal deemed non-responsive.

- 1) For the RFP and the Contract Documents with the exception of the signature required on the Agreement, electronic signatures shall be accepted. Any reference to “original signature” in the RFP and Contract Documents shall be replaced with “Original Signature or Electronic Signature”. However, the Contractor who is awarded the contract shall be required to sign the Agreement with an Original Signature in Ink.
- 2) In Exhibit A, “Form Agreement”, Section 2.6.3, the second paragraph shall be revised to read: School buses (transit size) servicing the Agreement may be fueled by compressed natural gas, propane or electricity. Van style buses and other vehicles may be fueled by compressed natural gas, propane, electricity or gasoline. Transit size buses with undercarriage storage may be powered by gasoline. The District acknowledges that the industry is changing both in terms of types of vehicles and the ability to power vehicles by means other than current traditional fuel sources. Should the Contractor desire to bring in a fleet using electric vehicles or vehicles powered by another form of fuel or renewable energy, the Contractor and District may mutually agree to the use and the Contractor will be required to submit a vehicle replacement / implementation plan for such vehicles prior to their use. Any agreed upon change to the type of vehicle serving the District may be addressed in an Amendment to the Contract. Any change to the vehicle type or fuel source after the Contract is awarded shall be at the sole discretion of the District, and Contractors shall not condition their responses to the RFP or their Proposal on the District approving another type of vehicle or fuel source other than those required in the RFP. Contractor shall be entirely responsible to fund any fuel costs including any infrastructure needed. The District does not allow storage of propane, CNG or gasoline on District property.

All other language related in the RFP and Contract documents related to type of fuel for the vehicles shall remain as is.

- 3) In Section II.A.9 of the RFP under “Lift Equipped Buses”, the second sentence shall be revised to read: Wheelchair lift may be right side mounted or under storage mounted as long as Contractor can show proof reasonably acceptable to the District of approval by the Department of Transportation and the California Highway Patrol.
- 4) In Exhibit A, “Form Agreement”, Section 2.2.3, Routing and Scheduling, the last two sentences of the first paragraph shall be amended to read: The CONTRACTOR will be responsible for routing using Versatrans, or other non-proprietary software (which shall be provided to the District and it’s transportation consultant at no charge). CONTRACTOR 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.

- 5) In Exhibit A, “Form Agreement”, Section 2.6.1.1, Age and Specifications of Bus Equipment, the second paragraph shall be amended to read: All buses, including spares, shall meet at a minimum, a tier 2 level, NSTA School Bus Fleet Certification within six months of service to the District.. 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.
- 6) The following shall be added to the automobile liability insurance requirements on page 84 of the original RFP: The additional insured endorsement shall be at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$25,000,000** per accident for bodily injury and property damage.

All other language in the RFP and Contract documents related to insurance shall remain as is.

- 7) In Section III. A.13 of the RFP, the first sentence is amended to read: Proposals must be accompanied by a bid bond (bid security) in the amount of Fifty Thousand Dollars (\$50,000), made payable to Las Virgenes Unified School District.
- 8) Section II.A.14 of the RFP is amended to read: The Board of Education requires from the CONTRACTOR a performance bond for the entire period of the Agreement, equal to the amount of One Million Five Hundred Thousand Dollars (\$1,500,000). The performance bond form and requirements are included in this RFP. The Contractor will be responsible for the cost of the performance bond.
- 9) In Exhibit A, “Form Agreement”, Section 1.4.1, Performance Bond, the first sentence shall be revised to read: The Board of Education requires from the CONTRACTOR a performance bond in the amount of \$1,500,000.” See also attached revised Exhibit C, Performance Bond.
- 10) In Exhibit A, “Form Agreement”, Section 1.4.5, add a third paragraph to read: Upon the occurrence of any force majeure event (excluding any epidemic or pandemic) as set forth above or other emergency event as determined by the District, the Contractor shall be allowed a maximum of five days for every official school year to be paid for the routes that were actually cancelled during each specific day due to such a force majeure or emergency event. The determination of a force majeure event or emergency that would allow payment to the Contractor pursuant to this paragraph shall be in the sole discretion of the District. Any routes or service that cannot be performed due to an epidemic or pandemic, including those arising from COVID-19 do not qualify for payment pursuant to this paragraph. For the purposes of this paragraph, an epidemic or pandemic shall be not deemed a force majeure event. See Section 3 for further requirements related to COVID-19.
- 11) Replace Attachment I, “Pricing Quotation Form” in Section IV.E of the RFP with the attached revised Attachment I, “Pricing Quotation Form” included with this Amendment.
- 12) Replace Attachment II, “Bid Bond Form” and “Bid Guarantee Form” in Section IV.E of the RFP with the attached revised Attachment II, “Bid Bond Form” and “Bid Guarantee Form” included with this Amendment.

- 13) Replace Exhibit C, "Performance Bond" in Section IV.F of the RFP with the attached revised Exhibit C, "Performance Bond" included with this Amendment.
- 14) See attached responses to timely questions (RFI's) from various potential proposers. All documents provided in response to questions submitted are for information purposes only.

**THIS IS THE END OF AMENDMENT #1**

**REVISED**

**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.

<b>Home to School and Special Education Transportation</b>				
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			

<b>Field Trips/Athletic Events - Non-Conflicting Trips (Extra Run Per Bus)</b>	
<b>Bus Capacity</b>	<b>Price Per Bus Hour</b>
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	

<b>Bus Attendants</b>	<b>Hourly Rate</b>
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 or electronic signature - 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 Fifty Thousand Dollars (\$50,000.00):

Bid bond, 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 or electronic signature.**

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



**REVISED**

**ATTACHMENT II.**  
**BID BOND FORM**

KNOW ALL PEOPLE 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 of Fifty Thousand Dollars (\$50,000.00) 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 of Fifty Thousand Dollars (\$50,000.00).

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

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

# REVISED

## 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 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 ONE MILLION FIVE HUNDRED THOUSAND Dollars (\$1,500,000.00), 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 Obligee's 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 Obligee 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 Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a replacement service provider from the Surety.

Surety expressly agrees that the Obligee 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 Obligee, 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 Obligee 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 Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Service Provider and Surety shall pay Obligee's 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee 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:

\_\_\_\_\_  
Name and Address of Surety  
For service of process in California

\_\_\_\_\_  
Name and Address of agent or representative

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

