



**Glendale Unified School District
Procurement & Contracts
223 North Jackson Street,
Room 305
Glendale, CA 91206**

REQUEST FOR PROPOSAL – RFP #14-18/19

**SCHOOL TRANSPORTATION
SERVICES**

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|--|-----------------------|----------------------|
| Issue Date: | March 13, 2019 | |
| RFI Deadline: | April 4, 2019 | 4:00 PM |
| Bid Submittal and Opening Date: | April 30, 2019 | 2:00 PM Sharp |

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REQUEST FOR PROPOSAL NUMBER P-14-18/19

I. Invitation to Submit Proposals

Notice is hereby given that the Glendale Unified School District will receive sealed proposals up to but no later than **2:00 PM on the 30th day of April, 2019** for:

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| <p>School Transportation Services - Request for Proposal No. P-14-18/19</p> |
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Each proposal must contain a completed Proposal Form/Price Schedule (cost proposal), completed Proposal Questionnaire, a School Bus Inventory and Property Summary, a Non-Collusion Declaration, a Certificate Regarding Criminal Records Check, a Certificate Regarding Worker’s Compensation. The winning Contractor will be required to post a Performance Bond in the amount of Two Million Dollars (\$2,000,000).

Each proposal must be accompanied by Bid Security, in the form a certified or cashier’s check made payable to the District or by a Bid Bond issued by a legally admitted California Surety Insurer, or other acceptable form of security, in the amount of at least ONE THOUSAND DOLLARS (\$1,000.00). Any Bid Proposal submitted without the required Bid Security will be deemed non-responsive and will be rejected.

Proposals shall be received in the District’s Procurement & Contract Services Office located at: **Glendale Unified School District, Procurement & Contract Services, 223 North Jackson Street, Room 305, Glendale, CA 91026.**

The Proposal package, required forms and other components of this request for proposal may be obtained from the District’s Procurement & Contract Services or on the District website at <https://www.gusd.net/Page/662>.

Any proposal not received by the time and date specified above at the above location ***will not*** be accepted.

Christine Ward, Director, Procurement & Contracts
Glendale Unified School District
Glendale, CA

Ad dates: March 13, 2019
 March 20, 2019

II. BID OVERVIEW

The Glendale Unified School District herein referred to as the “District” is interested in obtaining competitive proposals for:

SCHOOL TRANSPORTATION SERVICES – RFP #14-18/19

to K-12 pupils enrolled within the Glendale Unified School District. Services that the District may require will be providing regular home-to school, special education home-to-school and extra-curricular pupil transportation.

This bid request responses from highly qualified pupil transportation contractors to furnish, as needed, no minimum, no maximum bus services for students enrolled in the Glendale Unified School District. All proposals will be screened for thoroughness and responsiveness to this RFP. This request for proposal is in no way an agreement, obligation, or contract and the Glendale Unified School District will not bear responsibility for the cost of preparation. The District reserves the right to accept or reject any and all proposals received as a result of this request and to waive an informalities, defects, or irregularities in any proposal.

The Bidder is expected to cooperate and coordinate fully with District staff so the work under this contract may be carried out without disrupting the educational process, as determined by the District, without any additional cost.

Original proposal packets may be requested via email. Send request to the Director of Procurement & Contracts at: cward@gusd.net.

Bidders shall submit one (1) original and two (2) copies of the proposal and any accompanying information no later than **2:00 PM (PT) on Tuesday, April 30, 2019**. All proposals shall be enclosed in a **sealed** envelope, which includes bidder name and identification plainly marked with the words:

RESPONSE TO RFP #14-18/19 – SCHOOL TRANSPORTATION SERVICES

Proposals shall be submitted to Christine Ward, Director, Procurement & Contracts, Glendale Unified School District, 223 North Jackson Street, Room 305, Glendale, CA 91206. It is the sole responsibility of the bidders to ensure that his bid is received in proper time at the address noted herein. **Any bid submitted after 2:00 PM (PT) on Tuesday, April 30, 2019 will not be accepted.**

The Board of Education of the Glendale Unified School District reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of this bid.

Request for Information (RFI)

Request for Information (RFI) regarding this RFP must be submitted in writing to the Director, Procurement & Contracts and submitted via email to: cward@gusd.net no later than **4:00 PM (PT), Thursday, April 4, 2019**. Subject email should read: **“GUSD RFP 14-18/19”**.

The District will respond in writing via Addendum by **4:00 PM (PT) on Friday, April 12, 2019**. All addenda must be noted on the Proposal form. Any addenda issued will be posted on the District website at <https://www.gusd.net/Page/662>. It is the Bidders responsibility to obtain any and all addenda issued relating to this RFP.

III. INSTRUCTIONS TO BIDDERS

A. USE OF DISTRICT DOCUMENTS:

1. Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without the written consent of the District, which may be given or withheld in its sole and absolute discretion.

Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District. One (1) original and two (2) copies of the proposal must be submitted.

2. The "proposal" documents include:
 - a. Invitation to Submit Proposal
 - b. Bid Overview
 - c. Instruction to Bidders
 - d. District Requirements
 - e. Proposal Form/Price Schedules
 - f. School Bus Inventory and Property Summary
 - g. Non-Collusion Declaration
 - h. Criminal Background Investigation/Fingerprint Certification
 - i. Certificate Regarding Worker's Compensation
 - j. Insurance Requirements
 - k. Proposal Questionnaire
 - l. Agreement for Furnishing Pupil Transportation
 - m. Form of Bid Bond
 - n. Transportation Data (see Exhibit A)

B. INSPECTION OF DOCUMENTS:

1. Each Bidder receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Bidder.
2. The failure or neglect of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a bidder must be acknowledged on the proposal form. It is the Bidders responsibility to obtain any and all addenda relating to this RFP. Response to any Request for Information (RFI) shall be issued in the form of an addendum by 4:00 pm on Friday, April 12, 2019 on the District website at <https://www.gusd.net/Page/662>.

C. SUBMITTING PROPOSALS:

1. The District will receive proposals no later than **2:00 PM (PT), Tuesday, April 30, 2019**. Any proposal received after this date and time will be rejected and returned unopened.

Three (3) sets (one original and two copies) of the proposal must be submitted.

2. Each bidder must submit their proposal in a **sealed envelope**. Each envelope must be marked with the bidder's name and address and the words:

"RESPONSE TO RFP #14-18/19 - School Transportation Services".

The response package must contain:

- a. Completed and Executed Proposal Forms/Price Schedules.
(Any addenda must be noted on this form, if applicable)
 - b. Completed School Bus Inventory and Property Summary.
 - c. Completed and Executed Non-Collusion Affidavit.
 - d. Completed and Executed Fingerprinting Certification
 - e. Completed and Executed Certificate Regarding Worker's Compensation
 - f. Completed and Executed Proposal Questionnaire.
 - g. Completed and Executed Bid Bond in the amount of one thousand dollars (\$1,000.00).
4. The right is reserved, as the interests of the District may require, revising or amending the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of proposals may be postponed by such number of days as in the opinion of the District will enable bidders to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.
 5. Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in performance of the contract, and to the extent they shall be found to apply hereto, shall comply with the provisions of the California Fair Employment Practices Acts (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.O. 88-352).
 6. The bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles. The contractor shall function as an independent contractor.
 7. Bidders must satisfy themselves upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.
 8. All bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. After closing date, all bids are considered final.

9. Contractor shall keep all equipment used in the transportation of students in accordance with the State of California Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass any State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the District at all times. 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 day, or per trip, compensation. All buses must have air conditioning and seat belts.
10. The Contractor shall own all buses or vehicles placed in operation by the Contractor, under this contract.
11. Standby buses maintained in good working condition shall be available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable.
12. The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect vehicle carefully for defects, and remedy any defects before using said vehicles. Records of these inspections shall be maintained in accordance to the State of California.
13. The contractor shall permit the school buses to be operated only by persons holding the required licenses/permits issued to him/her by the State. Every driver shall follow the normal and usual instructions and requirements of the State of California, District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The Contractor shall conduct Criminal Background Investigations of any new employees in accordance with the State of California and Federal government.

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District reserves the right to request removal of any driver who, in their opinion, is not suitable to operate a bus for the District. The District also reserves the right to request consistent preferred drivers, and the Contractor is not allowed to pull out preferred drivers assigned to the District.

During the course of this contract, the District may have a need to require that an attendant accommodate a student or students. In some cases, the awarded contractor may be required to provide the aide/attendant. The cost will be a responsibility of the District, and the District will decide if the contractor or District will provide the aide/attendant on a per case and availability basis. Attendants must always meet the approval of the District.

The Contractor will allow no person other than students, supervisors, bus company employees, authorized school district personnel, and drivers in training to ride the bus without the consent of proper school officials.

14. Contractor will deliver all passengers to such points on the school grounds as the District

may, from time-to-time, designate, and shall remove all students from the grounds for return to their home, or other approved addresses, in accordance with the transportation schedules and routes set up by the Contractor, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions. All routes designed by the Contractor shall be approved by the District prior to implementation and Contractor assumes the liability for constructing the safest and most cost effective routes within its powers. The Contractor shall not permit more passengers to occupy buses than there are seats available, and while vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever.

15. Absolutely no increase or decrease in the number of buses utilized shall be made without prior approval from the District. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District.
16. The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pickup and delivery points, and the Contractor will provide full-time office staff responsible for reporting of and resolution of transportation problems.
17. When a passenger causes an undesirable situation on any bus, the driver shall report the passengers name and/or description of the situation to his supervisor in writing. The supervisor shall turn in the report to the District within 24 hours.
18. The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, fuel, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing. Except as provided for herein, Contractor shall pay all expenses.
19. All buses supplied shall be new or no older than eight (8) years old and must be equipped with air conditioning, seat belt and security cameras. Buses provided for athletics or band events should have adequate storage space. All buses/drivers must have working communication equipment to use in case of emergencies. The Contractor shall comply with Senate Bill 1072 and equip all buses with a child safety alert system.
20. At any time during the contract period, any installation or modification of equipment required by change in law or regulation shall be made by the Contractor at its own expense.
21. In case of accident, it shall be the responsibility of the Contractor to first notify the Police or California Highway Patrol and second, notify the District. Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the District.
22. Contractor shall notify the District in writing of any change of ownership or control of the Contractor prior to such change. If ownership or control of the Contractor changes during the term of this Agreement, the District reserves the right to cancel or terminate this Agreement if such change is not viewed to be in the best interest of the District.
23. The District has determined under Education Code section 45125.1 Subdivision (C) that in performing services pursuant to this Agreement, Contractor's employees will have contact with pupils. As required under Education Code Section 45125.1, Subdivision (A), Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony.

Contractor shall not permit any employee to perform services that may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of, or have no criminal charges pending for a felony as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony.

24. For field trips - The trip chaperone and the bus driver must work in unison on any bus trip. However, when a safety or driving related issue is concerned, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of ten (10) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of students shall be made at designated points only.

A school bus shall not be put into motion until all passengers are seated. All passengers must remain seated while the bus is in motion. Only the trip chaperone may stand or walk while the bus is in motion to supervise students. The trip chaperone must coordinate their movements on the bus with the driver to ensure his/her safety.

In the event that a driver encounters conditions which in their opinion causes it to be unsafe the driver has the responsibility to pull vehicle over in a safe location and wait until conditions improve. Drivers shall notify the District of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment (if any).

D. WRITTEN INQUIRIES, ADDENDA:

1. All questions or Request for Information (RFI) relating to this RFP are to be directed in writing to the Director, Procurement & Contracts Services. Questions may be emailed to cward@gusd.net no later than **4:00 PM (PT), Thursday April 4, 2019**. **Subject email should read: "GUSD RFP #14-18/19"** Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed to all parties recorded by the District as having received the RFP documents. All Addenda shall be issued by **4:00 PM (PT) on Friday April 12, 2019**. It is the responsibility of the Bidder to obtain any and all addenda issued relating to this RFP. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

E. ERASURES OR CORRECTIONS TO ENTRIES:

1. The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.
2. If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

F. WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSAL:

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for receipt of proposals. A request to withdraw a proposal may be done either in person or in writing and must be received by the District prior to the scheduled time for receiving proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time scheduled for opening of proposals.
3. No Bidder may submit more than one proposal.
4. After the scheduled time for opening of proposals, proposals may not be withdrawn for sixty (60) days.

G. BID SECURITY:

Each proposal must be accompanied by Bid Security, in the form a certified or cashier's check made payable to the District or by a Bid Bond issued by a legally admitted California Surety Insurer, or other acceptable form of security, in the amount of at least ONE THOUSAND DOLLARS (\$1,000.00). Any Bid Proposal submitted without the required Bid Security will be deemed non-responsive and will be rejected.

H. PRE-CONTRACTUAL EXPENSES:

Defined as any expenses incurred by the Potential Contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Potential Contractors, and Potential Contractors shall not include any such expenses as part of their proposal.

I. AGREEMENT DOCUMENT:

Any bidder may suggest modifications to the proposed form of Agreement for Furnishing Pupil Transportation included with this invitation. Suggested modifications to the Agreement will be delivered to the District in writing no later than **4:00 PM (PT) Thursday, April 4, 2019** and no suggestions shall be accepted after such deadline date. The District may, in its sole

and absolute discretion, choose to modify the Agreement for Furnishing Pupil Transportation Services in accordance with such suggestions, or to reject such suggestions and require the execution of the Agreement for Furnishing Pupil Transportation Services in the enclosed form without modification. By submitting a proposal, each bidder acknowledges that if he/she is selected by the District, the District may obligate him/her to execute the Agreement for Furnishing Pupil Transportation Services in the form enclosed without modification. Any proposal that is conditioned upon the District's acceptance of revisions to the enclosed form of Agreement for Furnishing Pupil Transportation Services (not previously approved by the District) may be rejected.

J. EVALUATION AND AWARD OF CONTRACT:

1. Evaluation and Award of Contract. The award of a contract, if made by the District, will be based on the District's assessment of qualifications and desirability of the Service Providers. The District reserves the right to make multiple awards.
2. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further. The remaining proposals will be evaluated using the following criteria:
 - a. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specification.
 - b. All data and information in the written proposal will be subject to verification.

| Selection Criteria | Weight |
|---|---------------|
| Written Proposal and Price for Services | 50% |
| Experience and/or References | 30% |
| Team | 10% |
| Background, Financial Health | 10% |
| Total | 100% |

3. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Service Providers by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.
4. The District reserves the right to request additional information and/or clarifications from any or all Service providers that respond to this RFP.

K. REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES:

The District reserves the right to reject any or all proposals and to waive any immaterial

irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and its Pupil population and which may not provide the lowest price(s) submitted.

L. PERFORMANCE BOND:

The District shall require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary in the amount of 100% of the bid amount. The performance bond must be issued by a California approved surety duly licensed and currently authorized to transact business in the State of California, in a form and content acceptable to the District.

M. OBTAINING INFORMATION:

1. Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a bidder which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the bidder's proposal.
2. Inspections. Upon reasonable notice to the bidder, the District reserves the right to make on-site inspections of the bidder's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the bidder's proposal and to consider any information received from such inspection in evaluating the bidder's proposal.

N. PROPOSAL DISCLOSURE:

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful bidder; thereafter the proposals shall be deemed public records. In the event that a bidder desires to have portions of its proposal remain confidential, it is incumbent upon the bidder to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. The District will consider a bidder's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a bidder that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the bidder requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any bidder shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting

therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

O. PROPOSAL COSTS:

The District shall not be liable for any cost incurred by a bidder in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

P. PROTEST PROCEDURES:

Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District within five (5) working days after receipt of notification of the contract award.

1. The protest must contain a complete statement of any and all bases for the protest.
2. The protest must refer to the specific portions of all documents that form the bases for the protest.
3. The protest must include the name, address and telephone number of the person representing the protesting party.
4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

Q. TRANSPORTATION DATA:

Enclosed with the proposal documents and labeled "EXHIBIT A- Transportation Data" is a collection of data summarizing anticipated transportation operations need during the current 2018-2019 school year. This information is provided to assist bidders in formulating their proposals. The District cautions, however, that the information is approximate. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any bidder to rely solely on the accuracy of the information in submitting his/her proposal.

R. BILLING OF SERVICES:

Billing must be submitted monthly on separate invoices per service type; regular home-to-school, special education home-to-school and extra-curricular trips.

IV. DISTRICT REQUIREMENTS

A. EQUIPMENT TO BE USED IN PERFORMANCE OF CONTRACT

1. EQUIPMENT REQUIREMENTS

While performing the services and duties required under the contract, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), City of Glendale and the County of Los Angeles and the District relating to the transportation of Pupils.

All buses to be used in service hereunder shall be approved prior to commencement of service by Authorized representatives of California Highway Patrol; and shall at all times during the contract period comply in all respects with the pertinent provisions of the California Vehicle Code, regulations of the City of Glendale and the County of Los Angeles.

2. CHP RATING

The Contractor shall, prior to the start of each school year, furnish the District with the then current California Highway Patrol Motor Carrier Section rating and will further advise the District immediately of any change in rating which may occur during the school year.

3. ADDITIONAL REQUIREMENTS

All new and all pre-qualified used buses of the successful bidder shall be equipped with Global Positioning Satellite (GPS) devices and access to selected live and historical data and reports will be provided to the District before commencement of service under the contract.

With the exception of wheel chair buses NO front engine transit buses will be accepted.

All transit buses except wheelchair buses shall have under floor or rear storage compartments.

4. AGE OF EQUIPMENT

All buses shall not be older than eight (8) years at any time during the term of the contract. An exception to this requirement may be granted by the District. Approval in writing must be received by the District prior to assignment of said buses. All buses must meet the age criteria in order to be acceptable for use under this agreement. All buses shall be properly certified by the California Highway Patrol as either school buses or school pupil activity buses (SPAB) and meet all requirements of the California Code of Regulations and the California Vehicle Code.

5. REQUIRED MODIFICATION OF EQUIPMENT

The Contractor shall make any installation or modification of equipment required by a change in law or regulation and the District shall be notified of such work. The costs of such required installations or modifications shall be borne by the Contractor and shall be scheduled in a manner that will not interfere with service to the District.

6. PERMITS and LICENSES

The Contractor, his employees, and his agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.

7. CLEANING AND REPAIRS

Regular preventive maintenance, as recommended by the bus manufacturer and required by law, shall be completed on all buses. Buses shall be cleaned inside and out at least once a week, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

8. BUS INSPECTION

The Contractor will make each bus available for inspection by the District. The District may inspect bus vehicles at any time. Inspection may be conducted at any school during a regular run or at the District garage, or at the Contractor's garage. Dates and times of such inspection will not be posted in advance.

9. SPECIAL EDUCATION TRANSPORTATION EQUIPMENT/ REQUIREMENTS

- a. Buses transporting ambulatory Special Education pupils shall be equipped with restraining non-stretch nylon webbed belts which are attached to the seat.
- b. Twenty passenger vans shall be equipped with high top (extended) roofs.
- c. Air Conditioning and security cameras shall be provided in all Special Education vans and conventional buses and maintained in working condition.
- d. Buses must be equipped with car seats where applicable.

10. REQUIREMENT FOR BUSES TRANSPORTING WHEELCHAIR PUPILS

- a. The District may require at any given time the use of two van sized wheelchair buses to transport pupils living in remote areas.
- b. The District requires 100 % of Special Education vehicles that will be used for providing wheelchair pupil transportation service to be equipped with air conditioning, security cameras and child safety alert system, all maintained and in working condition.
- c. Wheelchairs must be secured within the bus as required by law.
- d. Contractor will be liable for any damage caused to wheelchairs as a result of improper handling.
- e. If the wheel chairs and pupils are placed in the bus by means of a ramp, the ramp shall be on the right hand side so that entry is from the sidewalk; the ramp shall be non-skid diamond plate or ribbed rubber surface.
- f. If the bus is equipped with an electro hydraulic loading platform or other type of elevator platform, this must be located on the right side of the bus.
- g. Wheelchair buses must be equipped with a warning device that is activated when the ramp door is open or the ramp is in the extended position.

B. REQUIREMENTS FOR BUS PERSONNEL

1. BUS DRIVERS

- a. All personnel assigned to perform under this contract shall be subject to continuous approval by the District.
- b. All drivers employed by the Contractor to provide service to the District must have and maintain a valid Commercial Driver's License and California School Bus Drivers Certificate.
- c. All drivers must be in good health at all times when driving buses in service for the District. If, at any time during the term of this contract, the conduct of a driver is unsatisfactory in the opinion of the District, the driver shall be removed by the Contractor and shall not be assigned for any future service under the contract. The District reserves the right to meet with drivers at any time. Contractor shall adopt a standard uniform, which he shall require his drivers to wear on duty, beginning the first day of their assignment to a regular bus route.
- d. When driving buses in service of the District, all drivers shall be well groomed and shall wear the uniform provided by the Contractor and approved by the District.
- e. ID Badges: Each Contractor employee in service to the District shall be required to wear an identification badge supplied by the Contractor. This badge will display the Contractor's name, the employee's name and position, and the employee's picture.
- f. Personal items: The use of personal pagers and cell phones while bus is in motion is prohibited. Bus service is never to be interrupted or delayed by drivers handling personal business.

2. TRAINING

- a. Upon District request, the Contractor shall require drivers to attend orientation and in-service training sessions at times and locations designated. Training sessions may be scheduled for contract drivers assembled in-groups or for individual drivers. Drivers' time spent in the training session will not be reimbursed.
- b. All drivers, whether regular or standby, shall be fully and adequately trained by the Contractor. The training shall include at least one (1) dry run on the route to which the driver is to be assigned for regular education routes and three (3) dry runs for special education routes. The driving training session shall include the driving of the entire route with all stops and timing to the schedule. The driving training session shall be without students, but the trainee may be accompanied by a qualified representative of the contractor and may be accompanied by a representative of the District. Such training sessions will be without cost to the District.
- c. The District shall have the right to request a driver to demonstrate his/her proficiency in bus evacuation procedures and vehicle inspection.

3. SUBSTANCE ABUSE

- a. The Contractor must comply with all substance abuse testing procedures as required by Law. The use of alcohol, tobacco products, illegal drugs, or abuse of prescription drugs while driving a bus is prohibited.

- b. Drug Screen: In addition to federal and state regulations, a drug and alcohol screen will be required of bus drivers subsequent to any accident that involves the bus driver. The screens must be performed by a reputable clinic and the results kept on file throughout the duration of the employment with the Contractor and shall be subject to inspection by the District. The cost of the screen shall be the responsibility of the Contractor. Bus drivers who test positive for drugs or alcohol will not be eligible to work under this contract.
- c. The District may require the drivers to administer a personalized pass system for students seeking to board a bus. The District will cooperate with the Contractor in administering discipline and bus pass system.

C. ACCIDENTS

- 1. All accidents, which involve the Contractor's personnel while in operation pursuant to this Contract, shall be reported to the Police or California Highway Patrol and second, notify the District. Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the District immediately. A roster of students on a bus at the time of an accident must be delivered to the District before the end of the business day on which the accident occurred. The roster shall include the student's name, seating position, student's age, and home phone number. Accident reports must be delivered as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident.

D. DESIGNATION OF SCHOOL BUS ROUTES AND STOPS

The District shall designate the routes to be taken and the stops to be made for the purpose of receiving or discharging pupils. No school bus shall be stopped to receive or discharge pupils except at stops designated by the Governing Board of the District. If, because of changing physical or traffic conditions, a designated bus stop becomes hazardous, as deemed by applicable laws and regulations or in the opinion of the Contractor, the Contractor shall immediately notify the District.

E. PERFORMANCE FAILURE

If the Contractor fails or neglects to furnish any of the services listed herein at the prices named and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract, the District may, upon written notice to the Contractor, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Contractor. The prices paid by the District at the time such services are procured shall be considered the prevailing market prices. Any extra cost incurred by default shall be collected by the District from the Contractor or the surety on the performance bond.

F. RECORDS

- 1. The Contractor shall maintain a file of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation vehicle inspection reports on the Contractor buses.

G. INSURANCE REQUIREMENTS

- 1. The Contractor shall maintain such public liability insurance as will protect him from any claims for damages for personal injury, including death, and damage to property, which may arise from operations under this contract. Such commercial general liability & automobile insurance shall be issued by insurance carriers satisfactory to the Board of Education and shall be maintained in the following minimum limits: \$5,000,000.00 combined single limit covering

Commercial General Liability, Automobile Liability, bodily injury or Death and Property Damage, \$10,000,000.00 aggregate, \$1,000,000.00 minimum limit per occurrence covering Sexual Molestation and Abuse Liability

2. Such commercial general liability insurance shall be extended to include, as additional insured, Glendale Unified School District, its agents and officers, during such time as the Contractor's Policy(ies) issued under this contract. Facsimile copies of the policies issued under the provisions of this article, and an endorsement or a certificate issued by the insurance companies as follows:

"The policy herein referred to is not cancelable or subject to a reduction of coverage by the insurer in less than fifteen (15) days after the Glendale Unified School District has received written notice of cancellation, as evidence by return receipt of certified letter," shall be filed with the Procurement Department of the Division of Business Services of the Board of Education prior to the commencement of operations under this contract. Under Section 3700 of the Labor Code, the Contractor is required to secure the payment of Worker's Compensation to his employees. The Contractor shall maintain such insurance as will protect him from claims under Worker's Compensation Acts which may arise from operations under the contract and shall file with the Procurement Department of the Board of Education a certificate issued by his insurance carrier which shall contain the provision against cancellation or reduction set forth in the paragraph above.

H. FORCE MAJEURE

The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing the customary services by Act of God, fire, loss of transportation facilities, commandeering of materials, products, plant or facilities by the Government when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault, act of, or neglect of the party not performing.

I. UNSCHEDULED CLOSING OF SCHOOLS

There shall be no obligation on the part of the Board of Education to accept or pay for the services herein agreed to be furnished by the Contractor, on those days when, by direction of the Superintendent of the Glendale Unified School District or by order of the Board of Education, the Schools of the District are closed to insure the health or safety of the pupils or for any other lawful reason.

J. CANCELLATION OF SCHEDULED TRIPS

The District shall have the option to cancel without charge any scheduled trip(s) upon the District's notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pickup. (See immediately above, paragraph 12, "Unscheduled Closing of School.")

K. INVOICES, PAYMENTS AND LIQUIDATED DAMAGES

The Contractor shall render invoices in duplicate to the District at 223 North Jackson Street, Glendale, CA 91206 on or before the tenth (10) of the month following the school month during which the service was performed. The District shall make payment for services furnished under the contract, subject to acceptance and approval of the invoices, within forty-five (45) days after receipt. Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice unless the Contractor files claim for error or omission within ninety (90) days of the date of such invoice. Deductions shall be made from the Contractor's payments for failure to provide any portions of the services required under the terms of this contract by a given bus in accordance with the liquidated damages deemed below.

L. LIQUIDATED DAMAGES

1. It is agreed by the Contractor and the District that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services under the Contract. Therefore, there shall be assessed a fixed sum where applicable as indicated below as liquidated damages but not as a penalty, the amounts set out below:
 - \$500.00 Liquidated Damages for each trip missed. A missed trip is defined as including a trip in which there is delay in scheduled times of sixty (60) minutes or more.
 - \$200.00 Liquidated Damages for each trip in which there is a delay in Scheduled times of 30 minutes up to fifty-nine (59) minutes.
 - \$100.00 Liquidated Damages for each trip in which there is a delay in scheduled times of 15 minutes up to twenty-nine (29) minutes.

2. In addition to the above existing contract provisions, Liquidated Damages will be assessed at the rate of \$100.00 per incident for each of the following, or for any violation of any law or provisions of this contract. Such incidents for which Liquidated Damages will be assessed include but are not limited to:
 - a. Early departure of a bus from the first scheduled stop.
 - b. A late bus because of refueling or which runs out of fuel on route.
 - c. Bus with a two-way radio not in proper working conditions.
 - d. Driver misses stops on a route, or fails to pick up a pupil.
 - e. Failure by a driver, dispatcher, or other contractor employee to immediately follow District prescribed procedures regarding reporting breakdowns, accidents, buses out of service, and buses being placed back into service, late buses, missed trips, cover relief or standby driver on this route.
 - f. Use of an unqualified driver (e.g., Light Bus Driver to drive a heavy bus, or use of an untrained light bus on a lift bus, etc.)
 - g. Use of one contract driver to cover two routes assigned by the District to the Contractor with the intention of a driver for each route.
 - h. Failure of a driver to maintain up-to-date route cards or route sheets.
 - i. Switching regular driver to temporary assignment and substituting another driver for a regular driver.
 - j. Failure of a lost driver to call bus dispatcher.
 - k. Failure to provide required reports.
 - l. Failure to provide standby buses and drivers.
 - m. Air conditioning system not functioning properly on equipment where air conditioning is required.

n. Unsatisfactory condition of vehicle seat upholstery and inadequate seat padding material.

Despite the foregoing, no bus route shall be assessed more than \$500.00 per day for liquidated damages.

M. SIGNAGE

The Contractor agrees to the use of temporary signage on/or within the buses as specified by the District, except where prohibited by Law. Signage refers to school group or destination signs, trip number signs, route number signs, symbols, signs indicating discipline and/or safety rules.

N. UNSATISFACTORY SERVICE ON A ROUTE(S)

When a contractor fails to provide satisfactory service to the District on a route(s) and the problem(s), such as, late buses, no buses, breakdowns, driver turnover, etc., become chronic (five or more problems of any type in a 30 day or less period), the District may at its discretion relieve the contractor of the route(s) until such time as the District has assurance that the route(s) can be serviced without problems. When a route is relieved from a Contractor, the route will be serviced by another contractor as determined by the District. When a route(s) is relieved from a contractor, said contractor will not be paid for Limited or Unlimited service rates nor will contractor be charged liquidated damages for that specific route(s).

V. PROPOSAL FORM/PRICE SCHEDULE

(All Proposal forms/price schedules are required to be submitted with your proposal package)

Proposed prices must be submitted per daily rate. A separate proposal price for hours in excess of the base price is to be submitted as well. A response to the last column must be provided should the District no longer be able to provide bus parking as described under the section of Special Provisions- Parking. Please enter these amounts on the form below. The form may not be altered.

All noted addenda numbers _____, _____, _____, _____ on file in the office of the Administrator, Procurement and Contracts for the District, as listed on Page 4, Instruction to Bidders/Request for Information of this document.

The District reserves the right to require that the Bidder add and delete buses to or from service at the rates specified below. The number of buses required at the start of the agreement term may be more or less than current service levels.

A. REGULAR HOME-TO-SCHOOL TRANSPORTATION:

| REGULAR HOME-TO-SCHOOL TRANSPORTATION | | | RATES |
|--|-----------------|---------------------|--------------|
| | 72-90 passenger | Unlimited | Daily Rate |
| | 72-90 passenger | 4 hour limited | Daily Rate |
| | 72-90 passenger | In excess of 4 hrs. | Hourly Rate |
| | 72-90 passenger | 2 hour limited | Daily Rate |
| | 72-90 passenger | In excess of 2 hrs. | Hourly Rate |
| REGULAR HOME-TO-SCHOOL TRANSPORTATION | | | RATES |
| | 50-71 passenger | Unlimited | Daily Rate |
| | 50-71 passenger | 4 hour limited | Daily Rate |
| | 50-71 passenger | In excess of 4 hrs. | Hourly Rate |
| | 50-71 passenger | 2 hour limited | Daily Rate |
| | 50-71 passenger | In excess of 2 hrs. | Hourly Rate |

| REGULAR HOME-TO-SCHOOL TRANSPORTATION | | | RATES |
|--|-----------------|---------------------|--------------|
| | 20-48 passenger | Unlimited | Daily Rate |
| | 20-48 passenger | 4 hour limited | Daily Rate |
| | 20-48 passenger | In excess of 4 hrs. | Hourly Rate |
| | 20-48 passenger | 2 hour limited | Daily Rate |
| | 20-48 passenger | In excess of 2 hrs. | Hourly Rate |

B. SPECIAL EDUCATION TRANSPORTATION

| SPECIAL EDUCATION TRANSPORTATION | | | RATES |
|---|-----------------|---------------------|--------------|
| | 20-36 passenger | Unlimited | Daily Rate |
| | 20-36 passenger | 4 hour limited | Daily Rate |
| | 20-36 passenger | In excess of 4 hrs. | Hourly Rate |
| | 20-36 passenger | 2 hour limited | Daily Rate |
| | 20-36 passenger | In excess of 2 hrs. | Hourly Rate |

| SPECIAL EDUCATION TRANSPORTATION | | | RATES |
|---|----------------|---------------------|--------------|
| | 1-19 passenger | Unlimited | Daily Rate |
| | 1-19 passenger | 4 hour limited | Daily Rate |
| | 1-19 passenger | In excess of 4 hrs. | Hourly Rate |
| | 1-19 passenger | 2 hour limited | Daily Rate |
| | 1-19 passenger | In excess of 2 hrs. | Hourly Rate |

C. WHEEL CHAIR BUS TRANSPORTATION

| WHEEL CHAIR TRANSPORTATION | | | RATES |
|-----------------------------------|-----------------------|----------------------|--------------|
| | 8 chair Passenger bus | Unlimited | Daily Rate |
| | 8 chair Passenger bus | 4 hour limited | Daily Rate |
| | 8 chair Passenger bus | In excess of 4 hours | Hourly Rate |
| | 4 chair Passenger bus | Unlimited | Daily Rate |
| | 4 chair Passenger bus | 4 hour limited | Daily Rate |
| | 4 chair Passenger bus | In excess of 4 hours | Hourly Rate |

D. FIELD TRIP – ATHLETIC AND EXTRA CURRICULAR TRIPS

| Field trip Athletic & Extra-curricular trips | | RATES |
|---|---------------------|--------------|
| 72-90 passenger | Unlimited | Daily Rate |
| 72-90 passenger | 4 hour limited | Daily Rate |
| 72-90 passenger | In excess of 4 hrs. | Hourly Rate |
| 72-90 passenger | 2 hour limited | Daily Rate |
| 72-90 passenger | In excess of 2 hrs. | Hourly Rate |

VI. PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

Occasionally the District may have a need for a bus(es) that will be used for extra- curricular trips to mountain destinations. Does your company own or have access to bus vehicles equipped with retarders?

Yes

No

Description of buses to be provided for this contract by the Bidder.

Attach additional sheets as needed.

| Bus Number | License Plate | Passenger Capacity | Year of Manufacturer | Make/ Model | Mileage | Date of Last CHP Inspection |
|-------------------|----------------------|---------------------------|-----------------------------|--------------------|----------------|------------------------------------|
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

VII. ADDITIONAL PROPERTY SUMMARY

Description of other associated or noteworthy equipment, tools, etc., to be provided by the Bidder to be utilized at the Terminal:

| Additional Property | Description |
|----------------------------|--------------------|
| | |
| | |
| | |
| | |

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO BIDDERS, TERMS AND CONDITIONS, PROPOSAL FORM/PRICE SCHEDULE, AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE BID PROPOSAL PACKAGE.

In submitting this proposal, the undersigned acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda Nos. ___ ___ ___ received, acknowledge and incorporated into this Proposal.

Company Name

Address

Phone Number

Fax Number

Signature

Date

Address

Name (Typed or Printed)

City, County and State

This form is required to be submitted with your proposal package.

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA, COUNTY OF _____

I _____, being first duly sworn,
deposes and says that I (Typed or Printed Name)

am the _____ of _____, the
(Title) (Bidder Name)

party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The Bid Proposal 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in 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, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Bid Proposal and related documents are true.

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

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

Signature

Address

Name (Typed or Printed)

City, County and State

Phone Number

Email Address

This form is required to be completed and submitted with your bid

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ **Title:** _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

This form is required to be submitted with your proposal package.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 this contract.

NAME _____

TITLE _____

SIGNATURE _____

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

This form is required to be completed and submitted with your bid

INSURANCE REQUIREMENTS

PRODUCT BIDDER: *Contractor Name*

Request for Proposal #14-18/19 – School Transportation Services

The following coverages noted on the left with an "X" are required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted.

| CERTIFICATE/ENDORSEMENT | MINIMUM COMBINED SINGLE LIMITS |
|---|---|
| <u> X </u> / <u> X </u> Workers' Compensation <i>Waiver of subrogation endorsement against the Glendale USD, its agent and officers required</i> | Insured - Statutory Self-Insured - <u>\$5,000,000</u> |
| <u> X </u> / _____ Employer's Liability | <u>\$1,000,000</u> |
| () Broad Form All States Endorsement | |
| () Longshoremen's and Harbor Workers' Compensation Act Endorsement | |
| () _____ | |
| <u> X </u> / <u> X </u> Comprehensive General Liability | <u>\$5,000,000</u> |
| | <i>Glendale USD, its agents and officers must be endorsed as additionally insured.</i> |
| (X) Premises and Operations | () Explosion Hazard |
| (X) Contractual Liability | () Collapse Hazard |
| (X) Independent Contractors | () Underground Hazard |
| (X) Products/Completed Operations | () Garage keepers Legal Liab. |
| (X) Broad Form Property Damage | () Hangar keepers Legal Liab. |
| (X) Personal Injury | (X) Owned Automobiles |
| (X) Broad Form Liability Endorsement | (X) Non owned Automobiles |
| () Fire Legal Liability | (X) Hired Automobiles |
| () Water craft Liability | |
| () Incidental Medical Malpractice | () |
| <u> X </u> / <u> X </u> Automobile Liability (if not included in General Liability coverage checked above) | |
| _____/_____ Aviation/Airport Liability (including appropriate General Liability coverage checked above) | \$ _____ |
| <u> X </u> / <u> X </u> Professional Liability | <u>\$ 1,000,000</u> |
| _____/_____ Property Insurance | \$ _____ |
| () Extended Coverage | () Debris Removal |
| () Vandalism & Malicious Mischief | () Sprinkler Leakage |
| () Flood | () All Risk |
| () Earthquake \$ _____ | () Other |

PROPOSAL QUESTIONNAIRE

THIS QUESTIONNAIRE IS REQUIRED TO BE SUBMITTED WITH YOUR BID. TO THE BIDDER

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

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

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Pupil Transportation Services. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

1. DESCRIPTION OF BIDDER'S ORGANIZATION

A. FIRM

| | | | |
|------------------|--|--|------------|
| Firm Name | | | |
| Address | | | |
| Telephone Number | | | Fax Number |
| Email Address | | | |

B. TYPE OF ORGANIZATION

| | |
|---|--|
| Type of Organization | <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Sole <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other _____ |
| If Corporation, list officers and positions. | |
| Where Incorporated | |
| Year of Incorporation | |
| Subsidiary (Provide name & address of Parent Corporation) | |
| Is your firm or a parent firm publicly held? | <input type="checkbox"/> Yes |
| | <input type="checkbox"/> No What private individuals or families own more than 20% of your firm, or who is the general partner(s), or who is the sole proprietor? |

C. REFERENCES (ATTACH SEPARATE SHEETS AS NEEDED)

Please list all references. Please include name of entity and address, contact name, phone number, email address, duration of contract and amount of contract.

| | |
|-------------------|--------------------|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Phone number: | Email: |
| Contract Duration | Value of Contract: |

2. NATURE OF OPERATIONS (ATTACH SEPARATE SHEETS AS NEEDED)

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

No

Yes

Number of Years _____

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

B. List all applicable transportation permits (City, County, and State) under which you currently operate.

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

Yes

No

D. Are you currently, or have you ever, provided transportation services in this state for special education Pupils?

No

Yes

Number of Years _____

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

E. For every education agency or non-public school in this state to which your firm currently provides, or has provided within the last five years, Pupil transportation under contract, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:

1. Name of your firm's current terminal manager at the location and the manager's length of service at that location;

2. Types of transportation services your firm provides under the contract (e.g., regular home-to-school, special education, desegregation, field trips, other);

3. Number of buses utilized: _____

4. Beginning and ending dates of the current contract;

5. If employees are covered under a collective bargaining agreement provide:

- Name of labor organization(s).

- Name and phone number of labor organization(s), President or Business Managers.

3. MANAGEMENT AT THE TERMINAL

The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. While the District understands that you may not be able to name the specific individuals your firm will assign to these management positions at the District terminal, the District requests that for each position, you list no more than three candidates who may be assigned to the District terminal. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless the District has, in its discretion, specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

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

please name firm) and number of years in each such position.

5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the dates between which the position was held.
- E. Explain the training that is given to your terminal managers:
1. Number of hours;
 2. Type of training; list components covered.
- F. Does your company have a terminal manager trainee program? If so, how many trainees are presently in the program? Explain in detail.

4. DRIVER PERSONNEL (ATTACH SEPARATE SHEETS AS NEEDED)

State the number of regular bus drivers you now have employed in California:

School _____ Other _____

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

- I. Do you have driver training programs as a part of your current operational procedures?
1. Original (for persons with no school bus driving experience):
 - Yes
 - No
 2. In-Service (continuing education and retraining for experienced school bus drivers):
 - Yes
 - No
 3. Will you provide required training and use of equipment necessary to renew or attain a School Bus Driver Certificate for GUSD Staff?
 - Yes
 - No
- J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.
1. Length of program;
 2. Number of hours in classroom;
 3. Number of hours behind the wheel;
 4. Describe the components of the program and the number of hours devoted to each component.
 5. Do you evaluate applicants immediately before they are tested for certification?
 - Yes
 - No
- K. Describe your In-Service driver training, retraining program and bus evacuation training procedures. Please provide the outline or course of study.
- How many training sessions are offered each semester at your typical terminal? Are there any independent reviews of training quality conducted on your training program?
- Yes
 - No
- a. If so, please describe the reviews:
 - b. How do you identify those drivers for whom retraining will be required?
- L. If you currently have a driver training program, does the program include a section on transportation service for special education Pupils?
(Please provide the outline or course of study).
- Yes
 - No
- M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job and Complaints (those which can be verified and are deemed serious)?

1. Do your motivation and discipline programs offer progressive rewards and penalties?
 Yes
 No
 2. Can driver participate in defining and developing standards, rewards and penalties?
 Yes
 No
 3. What monetary rewards and penalties are offered or imposed?
 4. What *non-monetary* rewards and penalties are offered or imposed?
- N. Do you include people management training for your drivers?
 Yes
 No

5. SAFETY PROGRAM AND ACTIVITIES

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

6. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?
 Yes
 No
- B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?
 Yes
 No

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

- D. Do you use any other methods of identifying defects in buses? (If so, please describe).
 Yes
 No
- E. How do you ensure that serious safety related or potentially vehicle damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?

 How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?
- F. Do you maintain and evaluate records of road failures?
 Yes
 No
- G. If so, how many road failures, per month, per hundred buses, did the buses your firm maintained experience, on average, during the past year?
- H. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year?
- I. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.).
 Yes
 No

 Briefly describe your schedule
- J. What qualification and experience requirements do you have for your mechanical personnel?

7. INSURANCE DATA

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

- Yes
 No

8. FINANCIAL AND CREDIT DATA

- A. Proposer must submit an audited financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required financial statement.
- B. Please submit credit references, including at least five trade or industry suppliers with whom you regularly do business.

9. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services should your firm be selected as the successful bidder. Your schedule and plan may include:

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

10. OTHER RELEVANT INFORMATION

- A. How does your company measure customer satisfaction?
- B. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?
- C. The District expects all bidder staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?
- D. Do you have multi-lingual drivers available as regular staff members? What languages?

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Glendale Unified School District Board of Education awards a Contract for Bus Transportation Services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

Name of Firm _____

Authorized Agent _____

Title _____

Date _____

All pages of this Proposal Questionnaire and Financial Statements as required in Section VII. A. must be submitted with your proposal package.

AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES

THIS AGREEMENT, made the_ day of _____, 2018, in the County of Los Angeles, State of California, by and between GLENDALE UNIFIED SCHOOL DISTRICT, hereinafter called the District, and *Contractor Name* hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

REQUEST FOR PROPOSAL NO. RFP - 14-18/19 School Transportation Services

It is the duty of the Contractor to perform the services covered by this contract in exact accordance with the approved proposal as submitted. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in this proposal. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Glendale Unified School District, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2- TERM OF CONTRACT. The services provided hereunder shall be commenced on July 1, 2019 and shall terminate at midnight on June 30, 2020 Minimum contract term is one (1) year. Quotes must stay in effect for one (1) year after award of bid and may be extended on a year-to-year basis upon mutual written consent of District and Contractor for an additional four (4) years (total 5 years) in accordance with provisions contained in the Education Code, 39803 (a).

ARTICLE 3- CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/Price Schedule. Payments shall be made monthly promptly after the end of each month during the term thereof. Any proposed extensions to this Agreement shall be negotiated in good faith by both parties. A maximum price increase of five percent (5%) per year may be negotiated subject to existing market conditions. In the event of a general price decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

It is expressly understood that rate increases beyond the initial contract award periods are not automatic nor guaranteed. Contractor’s request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District, per California Education Code, Section 39880.

A review of the Contractor’s performance and costs will be made to determine the feasibility of any such adjustments.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

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

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract 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 Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6- INSURANCE. The Contractor shall secure and maintain, as a minimum, the insurance required under the Insurance Requirements form attached to the proposal package with insurance companies acceptable to the District to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims which may arise from operations under the Agreement. Contractor shall further furnish to the District certificates of insurance, which shall name the District and the Board of Education as additional insureds. All policies required to be maintained by the Contractor shall contain a provision that coverages afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have.

ARTICLE 7- TERMINATION.

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

(b) This Agreement may be terminated by either party hereto should the other party fail substantially

to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for 30 days after notice thereof is delivered by the non-defaulting party.

(c) In the event that the Agreement is terminated by the District as a result of a failure to perform by the District under subsection (b) above, the Contractor shall be paid its compensation for services performed to the date of termination, including all termination expenses. Termination expenses shall include all those expenses arising prior to, during, and subsequent to the termination that are directly attributable to the termination.

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

ARTICLE 8 - DISPUTE RESOLUTION.

(a) Negotiation. Any claim that Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within thirty (30) days of its occurrence. The District and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution.

(b) Mediation/Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and any judgment upon the Award rendered by the arbitrator(s) may be entered in Los Angeles County court having jurisdiction thereof.

(c) Services Pending Outcome. Contractor agrees to proceed with all services ordered by the District pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration.

(d) Additional Remedies. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 9- NO WAIVER. No waiver of a breach of any provision of this Agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

ARTICLE 10 - CONTRACTOR COVENANT. While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.

ARTICLE 11 - INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent Contractor and not an officer, agent, or employee of the District.

ARTICLE 12- AUTHORITY. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

ARTICLE 13- ASSIGNMENT. Neither the District nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other, except that, the Contractor may assign and transfer this Agreement to an entity that it controls, is controlled by or is under common control with. As used herein, the term "transfer" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest in a partnership, joint venture or similar entity.

ARTICLE 14 - EXTENT OF AGREEMENT. This Agreement, together with the remainder of the proposal package, constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by the party against whom enforcement is sought. Nothing contained in this Agreement is intended to benefit any third party.

ARTICLE 15 - SEVERABILITY. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision(s).

ARTICLE 16- ATTORNEYS' FEES. If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

ARTICLE 17- NOTICES. All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

To the District:

Glendale Unified School District
Procurement & Contract Services
223 North Jackson St, Rm 305
Glendale, California 91206

To the Contractor:

| | |
|-------------------|-------------|
| Name: | |
| Company: | |
| Address: | |
| Telephone: | Fax: |

ARTICLE 18- ERRORS AND OMISSIONS: The undersigned has carefully checked all of the contract documents and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

ARTICLE 19- EXECUTION OF CONTRACT AND PERFORMANCE BOND:

The Agreement shall be signed and the required Performance Bond be returned to the Procurement Department within five (5) days of notification of award of contract.

ARTICLE 20 -COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- a. Invitation to Submit Proposals
- b. Bid Overview
- c. Terms and Conditions
- d. District Requirements
- e. Proposal Forms/Price Schedules
- f. School Bus Inventory and Property Summary
- g. Non-Collusion Declaration
- h. Criminal Background Investigation/Fingerprinting Certificate
- i. Certificate Regarding Worker's Compensation
- j. Insurance Requirements
- k. Proposal Questionnaire
- l. Agreement for Furnishing Pupil Transportation Service
- m. Form of Bid Bond
- n. Transportation Data (see Exhibit A)

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

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

**DISTRICT:
GLENDALE UNIFIED SCHOOL DISTRICT**

Signature
Chief Financial Officer
Stephen Dickinson

Date

Typed or Printed Name

**CONTRACTOR:
*CONTRACTOR NAME***

Printed Name

Title

Signature

Date

BID BOND (10%)

Name of Principal _____

Address _____

City of _____, State of _____

as Principal, and _____ a corporation organized and existing under the laws of the State of _____, **legally doing business in California as an admitted surety insurer** at:

Address _____

City of _____, State of California, as Surety, are indebted to Glendale Unified School District hereinafter called the District, in the sum of **ONE THOUSAND DOLLARS** submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated _____, 20__ for:

RFP # 14-18/19 – School Transportation Services

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

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

Principal

(Corporate Seal)

BY _____

(Typed or Printed Name)

(Title)

Surety

(Corporate Seal)

BY _____

(Typed or Printed Name)

(Title)

Address: _____

City, State, Zip: _____

Phone Number: _____

E-Mail: _____

(Attach Attorney-In-Fact Certificate)

This form must be completed and submitted with your bid package

EXHIBIT A
TRANSPORTATION DATA

It is estimated that the District will use buses in the 2018-2019 school year on a daily basis as follows:

REGULAR HOME-TO-SCHOOL

| | | |
|--------------|-------------------|----|
| 84 Passenger | unlimited | 0 |
| 79 Passenger | unlimited | 0 |
| 79 Passenger | limited 4 hour | 15 |
| 79 Passenger | limited 2 hour | 0 |
| 36 Passenger | unlimited | 0 |

SPECIAL ED – HOME TO SCHOOL

| | | |
|-----------------------|-------------------|----|
| 20 Passenger | unlimited | 0 |
| 20 Passenger | limited 4 hour | 26 |
| 20 Passenger | limited 2 hour | 0 |
| 1-2 Passenger vehicle | limited | 98 |
| Wheelchair passenger | 8 chair bus | 4 |
| Wheelchair passenger | 4 chair bus | 4 |

The estimated service requirements indicated above are for information only and are not guaranteed. The District reserves the right to require Contractor to supply whatever buses are required and to reduce at the District's discretion the number of buses to meet the District's transportation needs.

