



Purchasing & Contracts Branch

2201 E. Market Street

Long Beach, CA 90805-5556

RFB Contact: Terri O'Connor, Contract Analyst

Email: toconnor@lbschools.net

Request for Bids (RFB)

RFB 16-1718

Daily Intradistrict Transportation Services

Released on: 10/11/2017

Terri O'Connor 10/6/17
RFB Contact Date

[Signature] 10/6/17
Director Date



INSTRUCTIONS

1. INTRODUCTION

The Long Beach Unified School District (District) is seeking sealed bids from qualified vendors (Bidder), to provide Daily Intradistrict Transportation Services. The intent of this RFB process is to select a Bidder and establish a four and one-half (4 1/2) year agreement with an option to extend for five (5) subsequent one (1) year terms based on satisfactory service/performance.

a) District Contact

The District contact (Contact) for this RFB is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFB to:

Contact: Terri O'Connor, Contract Analyst

E-Mail: toconnor@lbschools.net

Bidders interested in participating in this RFB should immediately provide the Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

b) Deadline for Submitting Questions

Any questions regarding the RFB must be submitted to the Contact referenced above, by e-mail, no later than 10/20/2017 at noon. Reference the RFB Number and Title when making inquiries. Inquiries submitted by the inquiry submittal deadline will receive a response from the District no later than 10/24/2017.

c) Background

Quantities for each item are based on an estimated usage and the District's best estimate of future purchases throughout the term of the bid. Bidders are advised that the quantities are approximate and actual order may total either greater or lesser amounts.

2. FORMAT AND SUBMISSION

Bids must be submitted on the provided bid documents in conformance with this RFB. **Bids must be submitted in a sealed envelope with the bid number appearing on the face thereof, and the Bidder's name, address, telephone number.** Bidders must:

- Complete and insert the Company Information Form, furnished herewith.
- Complete and insert the Request for Taxpayer Identification Number and Certification Form (Form W-9), furnished herewith.
- Complete and insert the Bid Form, furnished herewith.
- Complete and insert addendum in chronological order, as applicable.



Bids must be submitted to and addressed as follows:

**LBUSD Purchasing & Contracts Branch
Attn: Terri O'Connor, Contract Analyst
RFB 16-1718 Daily Intradistrict Transportation Services
2201 E. Market Street
Long Beach, California 90805-5556**

The deadline for submitting a sealed bid is 10/27/2017 at 11:00 a.m. Any bid received after this time will be returned unopened (Government Code Section 53068). It is the Bidder's responsibility to ensure that the bid arrives before the specified time.

The District will not be responsible for bids not properly marked and delivered. Postmarks will not be accepted in lieu of actual receipt. **Faxed or e-mailed bids will not be accepted.**

3. INITIAL CONTRACT TERM

The initial contract period will January 1, 2018 through June 30, 2022. The District requires that all pricing contained in the bid remain firm for the duration of the initial contract. The contract may be extended for additional periods upon mutual consent of both parties. The total length of the contract shall not exceed the allowance by law. Prices shall remain firm through all contract periods. The District may however, accept a justified price increase annually with a minimum of thirty (30) day's written notice. Such increase must be borne by all customers using the product(s) affected.

For purposes of this bid, a sample copy of the Agreement that will be executed by the awarded Bidder is enclosed. The terms included in the Agreement are also incorporated into this bid document as supplementary general conditions.

4. EQUIPMENT

- a) Buses must have a capacity of 71 or more passengers as certified by the California Highway Patrol. Buses must be equipped with the 39" (minimum) flexible seat with the 3 or 2 person passenger restraint system.
- b) Anticipated School Bus Requirements

For planning purposes, the anticipated number of buses are listed below. The actual number may vary each year.

Initial term - Four and one half years 1/1/2018 to 6/30/2022:

1/2018 to 6/2018	16
7/2018 to 6/2019	13
7/2019 to 6/2020	18
7/2020 to 6/2021	37
7/2021 to 6/2022	12



Subsequent one year terms 7/1 to 6/30 each year:

7/2022 to 6/2023	23
7/2023 to 6/2024	7
7/2024 to 6/2025	6
7/2025 to 6/2026	4
7/2026 to 6/2027	4

c) Age of Equipment

All buses may not be more than ten (10) model years old at any time during this Contract. An exception to this requirement may be granted by the District in unique situations solely at the Districts discretion. Approval in writing must be received from the District prior to assignment of said buses. All buses, including spares, must meet the age criteria in order to be acceptable for use under this Contract. All buses shall be properly certified by the California Highway Patrol and meet all requirements of the Federal Motor Vehicle Standards, California Code of Regulations, California Vehicle Code, and Rules and Regulations of the South Coast Air Quality Management District.

A bus replacement schedule must be supplied to the District by the Bidder for any used buses offered under this Contract.

5. ADJUSTMENT OF RATES

Compensation for all services provided under the terms of this contract may be adjusted annually in consideration of satisfactory performance and increased cost in service of the contract. Any request for adjustment of rates must be supported by detailed proof of cost increase or decrease in serving this contract and limited to the proven change, but in no case may any adjustment exceed the average annual change in the United States Consumer Price Index (Transportation category of the Los Angeles, Anaheim, Riverside, All-Urban Consumers section) as published by the U.S. Department of Labor.

Statistics. Adjustments to be computed at the end of each calendar year on a percentage basis to apply to the contract rates for the next fiscal school year.

6. OPERATING DAYS

The actual number of operating days for regular and special education service buses shall be based upon the school calendar(s) as adopted by the Board of Education. The actual number of operating days may vary according to the route assigned to that bus serving a particular school. The number of days indicated on the calendar shall be subject to further reduction to the extent any pupil free days are granted as determined by the District. Calendars shall be provided to the awarded Bidder as soon as they are available each year.

7. DEFINITION OF SCHOOL BUS SERVICE TERMS

Time and mileage charges for all school bus service shall be calculated for "live time" (when pupils are on board) only. Deadhead time may be counted between consecutive routes, but not over split periods. The District shall determine where route times are to be split.



8. DEADHEAD

The successful Bidder's deadhead time and miles not subject to payment under this Contract is that time and miles required for travel between the following points:

<u>FROM</u>	<u>TO</u>
Contractor's Parking Location	Point of the first pupil pickup of the day
Contractor's Parking Location	Point of the first pupil pickup after the split
Point of the last pupil drop off prior to the split	Contractor's Parking Location
Point of the last pupil drop off prior to the end of the day	Contractor's Parking Location

Split Time shall be defined as follows:

A Single Split is dead time between morning and afternoon runs.

A Double or Triple Split is dead time between a morning run and the beginning of a mid-day run, or after a mid-day run and the beginning of an afternoon run, or after an afternoon run and the beginning of a late afternoon/evening run.

9. FACILITIES

a) Location

Dispatch, maintenance and parking facilities shall be maintained within a reasonable proximity to the District (generally, within 5 miles of the District's boundaries).

b) Vehicle Parking

The Bidder shall establish and maintain a secure facility or facilities adequate in size for vehicles assigned to the District. The Bidder may utilize park-outs of any vehicles assigned to the District transportation service, if park-outs do not decrease the efficiency or quality of the service to the District.

c) Maintenance

The Bidder shall establish and maintain a maintenance facility, as approved by the District, equipped and staffed as required to perform preventive maintenance and repairs to vehicles on an as-needed basis.



10. UNDER TYPE I TRANSIT BUSES 71 OR MORE PASSENGERS, THE FOLLOWING SUB-CATAGORIES APPLY:

Bid A: School run and other intradistrict or interdistrict school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling sixty (60) miles or less per day and four (4) hours or less per day, with a single split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over sixty (60) and hours over four (4) per day.

Bid B: School run and other intradistrict or interdistrict school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling eighty (80) miles or less per day and six (6) hours or less per day, with a single split or double split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over eighty (80) and hours over six (6) per day.

Bid C: School run and other intradistrict or interdistrict school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling one hundred (100) miles or less per day and eight (8) hours or less per day, with a single split, double split or triple split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over one hundred (100) and hours over eight (8) per day.

Bid D: Other school day hourly school bus service including special field trips, athletic team trips, or any other school sponsored trips using buses and drivers assigned to regular, special, or stand-by service to the District under this Agreement. **Payment shall be made on the basis of an hourly rate.**

Bid E: Not applicable.

Bid F: Driver in-service rate. Should the District opt to require any additional in-service training or meetings for drivers, other than what is specified in this Agreement as costs to be borne by the Contractor, the District agrees to pay an hourly rate as indicated in the Contractor's bid.

11. AWARD OF BID

If an award is made on a bid, the contract will be awarded according to the authority granted the Board of Education of the DISTRICT, under California law. For purpose of award, Bid 1 (Transit Type I buses) may be awarded.

Due to the large size of the DISTRICT and the Board's interest in providing maximum customer service to its schools, the DISTRICT reserves the right to award to provide the greatest benefit to the District.

- a) The bid award will be evaluated based on the daily rate for Bid A, as well as the indicated number and capacities of buses offered. An award may be made to more than one Bidder, based on these factors.



- b) Bidders not providing current service to the DISTRICT, should provide references to the LBUSD of service provided by the CONTRACTOR or CONTRACTOR's owner to other school districts and/or private schools. Current vendors do not need to supply references.
- c) The following items may also be considered in the award of this contract:
- (1) Preference may be given to the lowest overall daily cost of a bid type based on the current requirements of the DISTRICT (specified in Section 4. EQUIPMENT).
 - (2) Preference may be given to Bidders with a proven and favorable record of service. Consideration will be given as follows:
 - Service to the DISTRICT
 - Service in the L.A. basin area
 - Service in California
 - Service outside of California
- d) **Commencement of Services**
A Purchase Order will be issued once:
- Board authority is granted.
 - Contract is executed.
 - Insurance requirements have been met, if applicable.
 - Verification of current vendor W-9 Tax Form.
- e) **Reservations**
The District reserves the right to:
- Reject any and all bids, or any part of any bid.
 - Accept any part of the bids, at prices quoted, to the best advantage of the District, unless Bidder by indicating on bid positively limits his bid to "all or none".
 - Waive any informality or minor irregularity in any bid.
 - Tie bids will be awarded to the local vendor (if any). If a tie bid still remains award will be determined in compliance with Public Contract Code 20117.
 - Bids are subject to acceptance within sixty (60) days of closing date, and all bids shall remain irrevocably in effect for sixty (60) days after the bid closing date. A written purchase order furnished to the Bidder results in a binding contract without further action by either party.

12. CLARIFICATION AND INTERPRETATION

The words "must" or "will" or "shall" in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The District wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.

13. COPIES OF BID

Due to the cost of materials and distribution the District, in most cases, is mailing one original bid form which is to be completed and returned as your proposal. If you do not have means for reproducing a copy for your files you may either call or write the Purchasing & Contracts Branch and we will mail you an additional blank copy.



GENERAL TERMS AND CONDITIONS

1. The detailed requirements of the Bid Proposal specifications shall supersede any conflicting provisions of these General Conditions.
2. Hereinafter the word "District" means the Board of Education or its authorized representative. The general specifications are for reference only. The District reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest and the ability of the items to perform the task for which they are being purchased. The District will make its determination based on specifications set forth in this bid and their applicability to the end-user's needs.
3. **ADDENDA:** The District reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.
4. **AFFIRMATIVE ACTION:** The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer and in accordance with applicable state and federal law, does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition (cancer related), national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code, which protect persons against discrimination.
5. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
6. **ASSIGNMENT BY BIDDER:** Assignment by Bidder to purchasing body rights under Federal law arising from purchase pursuant to bid: In submitting a bid to public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or Part 2 of Division 7 of the Business Professions Code, arising from purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. The preceding provisions of this section shall be included in full in any specification for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.
7. **BID PREPARATION AND SUBMISSION:**
 - a. Bids received later than the time and date specified herein will not be considered and will be returned unopened to the Bidder (Government Code Section 53068).
 - b. All prices and other notations must be typewritten or legibly written in ink. Changes or corrections must be initialed in ink by the person signing the bid.
 - c. Bidders shall bid separately on each item, showing unit price and other required information. The unit price shall prevail.
 - d. Bidder shall quote no less than lowest net price, best delivery date, maximum discount terms for prompt payment of at least thirty (30) days, and list manufacturer and model # of the item offered.
 - e. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
8. **CANCELLATION:** District may, at any time, with or without reason, terminate the Contract and compensate Bidder only for goods/services satisfactorily rendered prior to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Bidder. Notice shall be deemed given when received by the Bidder or no later than three days after the day of mailing, whichever is sooner.
9. **CONTRACT DOCUMENTS:** The complete purchase agreement includes the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
10. **DEFAULT BY BIDDER:** The District shall hold the Bidder responsible for any damage which may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements.

If the Bidder fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the Bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Bidder. The prices paid by the District at the time such purchases are made shall be



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considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Bidder and the surety on the performance bond, if any.

11. **DELIVERY:** No equipment shall be accepted unassembled; all equipment shall be assembled prior to (or within three business days) after delivery; and no charges for transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.
12. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.
13. **PAYMENT:**
Payment will be made only to the firm name written on the bid. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
14. **PERMITS AND LICENSES:** Licenses must be legally held in the name as submitted on bid documents. The Bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
15. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.
16. **PROMPT PAYMENT TERMS:** Cash discounts shall be considered in determining low bid if discount offered is for (30) day payment period or longer. Cash discounts for less than thirty (30) days shall not be considered in determining low bid.
17. **PROPERTY OF THE DISTRICT:** All bids and materials submitted become the property of the District and may be used by the District in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.
18. **SAFETY AND LEGAL REQUIREMENTS:**
 - a. All materials, equipment or supplies referred to in the bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, product labeling and regulations of the California Department of Consumer Affairs, and the minimum standards of the O.S.H.A., and all other laws and ordinances applicable thereto.
 - b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
 - c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double-insulated" and so certified by U.L., grounding is not necessary.
 - d. When applicable, will be required to submit Material Safety Data sheets (MSDS) for the items awarded.
19. **TRADE-INS & ALTERNATIVE BID:** The District may offer to purchase certain items conditioned on the agreement of the Bidder to purchase designated equipment and remove same from the District, and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in § 39523 and § 81454 of the Education Code. Condition of the equipment to be turned in is to be "as is". Equipment may be inspected if desired. Bidder may either offer an exchange allowance or an alternative quotation on the same item without trade-in. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
20. **WARRANTY:** Period shall begin on the date that the article is placed into service by the user. Each Bidder shall state in writing the warranty on parts and labor as applicable. Additionally, Bidder shall warrant all products to be free from defects in both materials and workmanship, and will guarantee replacement and/or full refund of the purchase price. Warranty period shall begin on the date that the article is placed into service by the user.
21. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn only by letter or in person prior to the stated closing time. No change(s) or addition(s) or correction(s) or withdrawal of bids will be permitted after the stated closing time. Bids may only be withdrawn after closing with consent of the District.



SAMPLE COPY OF AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2017, by and between the Long Beach Unified School District of Los Angeles County, hereinafter referred to as the "DISTRICT", and _____ hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

The DISTRICT and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract: The CONTRACTOR shall furnish, operate, and maintain school buses for the transportation of pupils and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be either within or without the DISTRICT and on any day or days during the term of the contract.

The party contracting to transport pupils agrees to comply with and observe all provisions of the California Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, any other governing State agency, and the said DISTRICT governing board relating to the transportation of pupils.

2. Supervision of Contract: The transportation services herein provided for shall be rendered under the supervision of the Transportation Director of said District, or his representatives.
3. Term of Contract: The term of the contract shall be for the period beginning January 1, 2018 and ending June 30, 2022. It may be renewable thereafter for periods of one year (July 1 through June 30) for up to five consecutive one year periods.
4. Renewal Provisions: This Agreement may be renewed by mutual agreement between the DISTRICT and the CONTRACTOR in accordance with California Education Code Section 39803. Renewal consideration will be contingent upon the CONTRACTOR's performance during the previous years of service on this contract, including conformance with all aspects of this Agreement and any amendments thereto.
5. Contract Documents: The complete contract includes the Notice to Bidders, the Bid Specifications, Insurance Policies and Certificates, the bid of the CONTRACTOR and its acceptance by the DISTRICT, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.
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. Assignment of Agreement: The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.
8. Independent Contractor: The CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and the CONTRACTOR or any of the CONTRACTOR's agents or employees. The CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The CONTRACTOR, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. The DISTRICT shall be permitted to monitor the activities at any time to determine compliance with the terms of this Agreement.
9. Insertions Into Agreement: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
10. Entire Agreement of Parties: The complete Agreement as set forth in this document constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement, exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.
11. Failure to Perform: It is agreed by the parties that time is of the essence in the performance of services to be provided by the CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services which were to have been provided by the CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.
12. Termination of Agreement: If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the



DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT.

13. Default for Nonperformance: The CONTRACTOR shall be considered in default and the Agreement subject to termination if:
 - A. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
 - B. The CONTRACTOR fails to comply with the requirements of the Agreement;
 - C. The CONTRACTOR fails to adhere to bus schedules;
 - D. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the DISTRICT.

14. 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 to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

15. Attorney Fees: If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

16. Insurance: The CONTRACTOR shall maintain insurance issued by a carrier certified and licensed to do business in the State of California and approved by the DISTRICT. Not less than thirty (30) days before new or renewed coverage is required, he shall furnish certificates of insurance for each policy on liability coverage and for Worker's Compensation coverage. Certificates shall provide that a 30-day prior notice of cancellation will be given the DISTRICT, its governing board, its officers, its agents, and its employees from any claims for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under this contract.

Such insurance shall have a minimum combined limit of five million dollars (\$5,000,000). The CONTRACTOR shall not commence work under this Agreement until he has obtained all required insurance and certificates of insurance have been delivered to and approved by the DISTRICT.



17. Workers' Compensation Insurance: Workers' Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims which may arise from his operations under the contract. In accordance with the provision of Section 3700 of the Labor Code, the CONTRACTOR shall sign and file with the DISTRICT the following statement prior to performing services hereunder:

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

18. Hold Harmless Agreement: The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its officers and employees from every claim or demand made by reason of:
- A. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with his performance under the contract, however caused;
 - B. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR, or by any person, firm or corporation directly or indirectly employed by him upon or in connection with his performance under the contract, and;
 - C. The CONTRACTOR at his own expense and risk shall defend any legal proceeding that may be brought against the DISTRICT, its officers, agents and employees on any such claim or demand as set forth in paragraph (a) and (b) above of this subsection, and pay and satisfy any judgment that may be rendered against the DISTRICT and the CONTRACTOR as it pertains to this subsection.
19. Unscheduled School Closing: The DISTRICT shall not be obligated to pay for any services hereunder on those days when the schools and classes of the DISTRICT are closed to insure the health and safety of pupils, or for any other lawful reason.
20. Force Majeure: The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by acts of God, loss of transportation facilities, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT.

The CONTRACTOR agrees that in the event of a strike, and/or other loss of equipment or facilities, it will in good faith attempt to locate and employ other contractor(s) and facilities in order to provide the services agreed to in this contract. Further, that any and all additional cost incurred, if any, will be borne by the CONTRACTOR. The DISTRICT agrees to assist the CONTRACTOR, if possible, to minimize disruptions. An employee lockout by the CONTRACTOR is prohibited, unless specifically permitted by the DISTRICT in writing.

21. Payments for Services: On or about the first business day of each month, the CONTRACTOR shall submit invoices in the format and number of copies required by the DISTRICT for all services provided the prior month under this contract.



22. Revenue Deductions: In addition to liquidated damages deductions, shall be made for failure to provide services as required by this Agreement. The formula for the individual deduction is as follows: The number of runs missed on a given day by the bus, divided by the number of runs scheduled for that day's route, multiplied by the appropriate daily rate.

The assessment of such deductions shall in no way relieve the CONTRACTOR of his obligation to provide sufficient buses and drivers, including spares or substitutes, to perform such service.

23. Liquidated Damages: 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 failure of the CONTRACTOR to provide any of the services under this Agreement, and, therefore, there shall be assessed a fixed sum of two hundred and fifty (\$250) dollars per failure to provide service as liquidated damages. Failure to adhere to any provision of this Agreement shall result in an assessment of two hundred and fifty (\$250) dollars per incident as liquidated damages. Such liquidated damages are in addition to revenue deductions and any other remedy available to the DISTRICT.

For purposes of this section an incident is defined as:

School Bus Service: Each scheduled run which is missed, late, or otherwise not performed in accordance with this Agreement shall be considered an incident. (IE: a missed route with six scheduled runs in one day would be considered as six incidents.)

Other failures to adhere to the provisions of the Agreement shall be considered on an incident per day basis. (IE: a bus without a working radio, being driven by an unapproved driver, or failure to submit required paperwork, would be liquidated as a single incident per applicable day.)

24. Equipment Requirements: Equipment and services covered by this Agreement must comply with applicable laws, ordinances and other legal requirements, including (among others) the federal and California minimum standards governing school transportation vehicles, California Education Code, and must, in addition, meet the approval of the DISTRICT. Equipment to be used in this agreement must be available from the start of the agreement period.

SCAQMD: The DISTRICT is in the jurisdiction of the South Coast Air Quality Management District. As such, the CONTRACTOR is subject to the same Rules and Regulations for purchase and operation of School Buses imposed by the SCAQMD as for school districts. The CONTRACTOR is responsible for any fines levied upon the DISTRICT due to the CONTRACTOR not meeting the requirements of the SCAQMD.

25. Age of Equipment: All buses may not be more than ten (10) model years old at any time during this Agreement. An exception to this requirement may be granted by the DISTRICT in unique situations solely at the Districts discretion. Approval in writing must be received from the DISTRICT prior to assignment of said buses. All buses, including spares, 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 and meet all requirements of the Federal Motor Vehicle Standards, California Code of Regulations, California Vehicle Code, and Rules and Regulations of the South Coast Air Quality Management District.

26. Type I Equipment:

Transit: Buses must have a capacity of 71 or more passengers as certified by the California Highway Patrol. Buses must be equipped with the 39" (minimum) flexible seat with the 3 or 2 person passenger restraint system.

27. Cleaning and Repairs: Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

28. Required Modification of Equipment: Any installation or modification of equipment required by a change in law or regulation shall be made by the CONTRACTOR and the DISTRICT shall be notified of such work. Such required installations or modifications cost shall be borne by the CONTRACTOR and shall be scheduled in a manner that will not interfere with service to the DISTRICT.

29. Bus Inspection: In order to ensure the same, 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 inspections are not required to be posted in advance.

30. Two-Way Radios: The CONTRACTOR will provide two-way radio equipment for each bus servicing the Agreement, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times during the term of the Agreement. Failure to maintain each radio on each bus in good working order at all times when such buses are being assigned to transport pupils shall be a material breach of the CONTRACTOR's obligations pursuant to this Agreement. A two-way radio unit will also be supplied to the DISTRICT Transportation Office to assist in the monitoring of daily routes and schedules.

The CONTRACTOR agrees that the DISTRICT shall have permission to monitor, intercept, use, and divulge all radio transmissions and oral communications between the CONTRACTOR's radio units.

31. G.P.S.: The use of the Global Positioning System in vehicles has proven to be beneficial both in daily operations as well as in emergencies. An operational G.P.S. device shall be required for all buses in regular or stand-by service to the DISTRICT. Real-time access to the system must be provided to the DISTRICT with any service and cost borne by the CONTRACTOR. A brand name specific system is not being required at this time; however, it is the intent of the DISTRICT to integrate the CONTRACTOR's G.P.S. data with the EDULOG routing software currently in use at the DISTRICT. Therefore, the CONTRACTOR should make certain that the system they choose can easily be integrated with routing systems, such as EDULOG. All buses must be equipped with G.P.S. devices by the start of the Agreement.



32. Public Address System: All type I (transit and conventional) buses shall be equipped with an adequate public address system.
33. Video System: School bus video systems have proven to be beneficial in reducing vandalism and pupil behavior disruptions. An operational digital camera system shall be required for all buses in regular or stand-by service to the DISTRICT. Digital camera data must be provided to the DISTRICT on demand by the end of each operating day. Viewing of the digital camera data file must not be limited to a specific proprietary program; it must be able to be viewed by most standard PC video applications. All buses must be equipped with the digital camera system by the start of the Agreement.
34. Facilities:
- Location: Dispatch, maintenance and parking facilities shall be maintained within a reasonable proximity to the DISTRICT (generally, within 5 miles of the DISTRICT's boundaries).
- Vehicle Parking: The CONTRACTOR shall establish and maintain a secure facility or facilities adequate in size for vehicles assigned to the DISTRICT. The CONTRACTOR may utilize park-outs of any vehicles assigned to the DISTRICT transportation service, if park-outs do not decrease the efficiency or quality of the service to the DISTRICT.
- Maintenance: The CONTRACTOR shall establish and maintain a maintenance facility, as approved by the DISTRICT, equipped and staffed as required to perform preventive maintenance and repairs to vehicles on an as-needed basis.
35. CHP Rating: The CONTRACTOR shall, prior to the start of each school year, furnish the DISTRICT with their 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.
36. Seat Belts: Buses are to be equipped with seat belts as required by state and federal laws.
37. Contractor's Personnel: All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT.
38. 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 employees name and position, and the employee's picture.
39. Pre-Employment Screening: The CONTRACTOR shall develop and implement a pre-employment screening program for all candidates for employment under this contract. The pre-employment screening will include driving instruction in driving a school bus, pupil management and handling disabled pupils. Drivers must demonstrate proficiency in their ability to speak, read and write in English. The screening program shall be designed to assist the CONTRACTOR in determining qualifications and suitability of candidates for assignment as a school bus driver.



40. Bus Drivers:

- A. All drivers employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain a valid Commercial Driver's License and School Bus "Special Certificate." As required by State law, all drivers are subject to a fingerprint scan and background check prior to being in service to a school district. This is in addition to the similar requirement to obtain a School Bus Certificate. This service will be conducted by the DISTRICT or as otherwise agreed to by the DISTRICT.
- B. All drivers must be in good health at all times when driving school buses in service of the DISTRICT.
- C. When driving school 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 in accordance with guidelines for DISTRICT drivers.

In accordance with the DISTRICT's gang intervention program, certain items of clothing and accessories may be determined to be gang affiliated, and therefore, not permitted at school sites. Drivers must also adhere to this policy. Drivers should therefore, avoid wearing items with specific sport team or other brand name logos other than school, school bus, or employer related items.

- D. Drivers shall be permanently assigned to the same route whenever possible.
- E. Drivers shall be trained in the techniques of handling special education pupils when assigned by the CONTRACTOR to routes carrying such pupils. All drivers shall be trained in pupil management techniques.
- F. Drivers shall be knowledgeable of the contents of this Agreement which pertain to them and the current School Bus Rules to be provided by the DISTRICT.
- G. It is agreed that driver turnover is disruptive to on-time school bus service as well as proper pupil management. In order to minimize driver turnover, drivers shall receive a minimum daily rate. This minimum rate shall be the higher of the current Federal or California minimum hourly wage times eight hours to equal a minimum daily rate.

Starting bus drivers are not to be paid less than the minimum daily rate as described above. It is expected that drivers will receive additional compensation for added years of service, and/or driving larger and more difficult types of equipment.

The CONTRACTOR will, upon request, supply pay schedules to the DISTRICT.

- H. When the DISTRICT is obligated to pay the CONTRACTOR for school bus service under either the minimum daily or hourly rates included in this Agreement, the effected drivers are to be considered on duty, in a paid status and available for assignment by the DISTRICT.



41. Moral Character: The CONTRACTOR recognizes that, for the protection of pupils, drivers and other persons who have contact with the pupils and their families must be of stable personality and high moral character. The CONTRACTOR shall assure that all the CONTRACTOR's personnel meet these qualifications. The CONTRACTOR will not allow any person to drive a school bus whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall CONTRACTOR allow any person to drive a school bus who is not in a condition of mental and emotional stability.

42. Personal Items: Firearms, knives, and other weapons are prohibited on school buses. The use of personal pagers and cell phones while driving a school bus is prohibited. School bus service is never to be interrupted or delayed by drivers handling personal business.

43. Discipline on the School Bus: The school bus driver is responsible for rider discipline on the school bus as specified by law. The CONTRACTOR shall provide for regular reporting to the DISTRICT of incidents of misconduct on the bus and corrective action needed. No pupil will be suspended from a school bus without the prior written permission of the principal of the school of attendance and/or the DISTRICT Transportation Office.

44. Substance Abuse: The use of alcohol, tobacco products, illegal drugs, or abuse of prescription drugs while driving a school bus is prohibited.

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.

45. Routing and Scheduling: Prior to the start of any service under this agreement, the DISTRICT shall establish routes and schedules conforming to the needs of the DISTRICT. If, at any time during the term of the agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the DISTRICT shall plan and institute such changes. Increased services necessitated by program or population changes may be authorized by the DISTRICT. Any revisions so adopted shall be deemed an ordinary part of this agreement. All routes, schedules, bus stops and persons to be transported must be approved by the DISTRICT and are not to be revised without its authorization.

46. Change in Service: Increased or decreased service resulting from program and pupil population changes will be directed by the DISTRICT and shall be deemed an ordinary part of this Agreement. If during the term of this Agreement the DISTRICT determines that the existing service needs to be reduced due to better routing and scheduling or budgeting constraints, the DISTRICT will notify the CONTRACTOR thirty (30) days prior to implementation of the change in service.



47. Late Service: It is expected that bus service is to be provided on an on time basis. For purposes of assessing damages, routes are considered late when arriving at designated destinations fifteen (15) minutes or more after the scheduled time, posted on the route sheet.
48. Service Changes and Disruptions: Any change in normal service or disruption of service provided by the CONTRACTOR, shall be reported to the DISTRICT as soon as possible, but in no case later than fifteen (15) minutes from the time the CONTRACTOR is aware of such a situation. (IE: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illness or injury, buses running late, etc.)
49. Dry-Runs and Driver Orientation: Dry-runs of all routes will be performed by the regular driver on a weekday prior to the start of the school year each year the Agreement is in effect. All routes will be run as though it were the first full day of school.

A driver orientation will be conducted and is mandatory for all drivers who will be assigned to perform services for the DISTRICT. The driver orientation shall include, but will not be limited to, pupil management, disability sensitivity, dealing with DISTRICT personnel and the general public. The provisions of this section shall be performed at the CONTRACTOR's expense.

50. Field Trip Drivers: All regular, stand-by, or cover drivers who wish to be assigned on an as needed basis to special field trips or athletic team trips, must be pre-qualified by attending a Trip Driver Orientation. Drivers must maintain a good performance record in order to continue to be assigned to special trip service. Drivers must be re-qualified in each year of the Agreement.
51. Safety Program: The CONTRACTOR shall plan and implement a comprehensive safety program and shall provide a qualified driver instructor to conduct the program. The cost of such safety program shall be borne by the CONTRACTOR. Said program shall include, but not be limited to, regularly scheduled safety meetings for drivers. The CONTRACTOR shall conduct a minimum of four driver safety meetings each school year which shall be mandatory for drivers to attend. In the event a driver fails to attend at least three of these safety meetings, the driver will be subject to suspension. The agendas of the meetings shall be available for inspection by the DISTRICT upon written request.

The DISTRICT may provide training sessions at one or more of the CONTRACTOR's regularly scheduled safety meetings and may provide the CONTRACTOR with curriculum materials required for special training.

52. Standby Buses and Cover Drivers: The CONTRACTOR shall keep standby bus equipment and qualified bus drivers available (equal to 10% or more of buses and drivers in regular service) to assure that uninterrupted service can be provided in the event of mechanical breakdowns or routine daily driver absenteeism. The CONTRACTOR must plan for long term absence coverage and not rely on the standby drivers to cover for long term situations thus depleting their availability for routine daily assignment. Standby buses and drivers shall meet the same requirements as buses assigned scheduled runs.



- Cover Drivers: Cover drivers should have at least one year of regular route experience, be knowledgeable of DISTRICT procedures, location of all DISTRICT school sites, and be proficient at map reading. Cover drivers are subject to DISTRICT approval and are required to attend training sessions for both regular and special education service.
53. Administration and Supervision of Transportation Services: The CONTRACTOR shall maintain staff as required for effective management and supervision of the transportation service provided to the DISTRICT. Personnel such as dispatchers and management staff members shall not drive school buses except in case of emergency. Said personnel, while not required to have a school bus certificate, are at a minimum, required to have gone through the same training as would be required to become school bus certified.
54. Representative On Duty: While pupils are being transported, the CONTRACTOR must maintain at all times qualified persons on duty who would be able to immediately take care of any problem including but not limited to equipment breakdown, accidents, pupil discipline problems, emergency rerouting, lost drivers and other unexpected or routine matters which may arise in the CONTRACTOR's bus service. This provision includes both a qualified dispatcher and mechanic.
55. Evaluation: Drivers shall be evaluated at least once each year by the CONTRACTOR for the purpose of observing their driving practices with respect to safety, mechanical operation, conformance with laws, policies and regulations, adherence to established routes and schedules, handling of pupils, and other factors inherent in the transportation of regular or special education pupils. Copies of the evaluations shall be maintained by the CONTRACTOR during the term of the driver's employment by the CONTRACTOR, plus one (1) year, and shall be available for review by the DISTRICT upon request. All drivers assigned to perform services under the Agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories.
56. Record Keeping and Reporting Requirements: The CONTRACTOR shall maintain daily records indicating route numbers, bus numbers, driver's name, the number of pupils transported to each school site, and the number of miles and hours driven. Records shall be maintained in an orderly fashion during the current fiscal year and for a period of one year after the end of any fiscal year. Records shall be available to the DISTRICT for review and audit upon request. In addition, the CONTRACTOR shall maintain a file of the following reports:
- A. Daily summary of all late or missed trips which includes the cause of the problem and corrective action taken.
 - B. Copies of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation vehicle inspection reports on the CONTRACTOR buses.
57. Accident Reports: All accidents which involve the CONTRACTOR's personnel while in operation pursuant to this Agreement shall be reported to the DISTRICT immediately. Accidents involving injuries to pupils or other persons shall be reported to the DISTRICT immediately after the CONTRACTOR is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident. Pupil injuries not resulting from involvement in a school bus accident bus may be reported on forms provided by the DISTRICT at its option.



58. Adjustment of Rates: Compensation for all services provided under the terms of this contract may be adjusted annually in consideration of satisfactory performance and increased cost in service of the contract. Any request for adjustment of rates must be supported by detailed proof of cost increase or decrease in serving this contract and limited to the proven change, but in no case may any adjustment exceed the average annual change in the United States Consumer Price Index (Transportation category of the Los Angeles, Anaheim, Riverside, All-Urban Consumers section) as published by the U.S. Department of Labor

Statistics. Adjustments to be computed at the end of each calendar year on a percentage basis to apply to the contract rates for the next fiscal school year.

59. Operating Days: The actual number of operating days for regular and special education service buses shall be based upon the school calendar(s) as adopted by the Board of Education. The actual number of operating days may vary according to the route assigned to that bus serving a particular school. The number of days indicated on the calendar shall be subject to further reduction to the extent any pupil free days are granted as determined by the DISTRICT. Calendars shall be provided to the CONTRACTOR as soon as they are available each year.

60. Definition of School Bus Service Terms: Time and mileage charges for all school bus service shall be calculated for "live time" (when pupils are on board) only. Deadhead time may be counted between consecutive routes, but not over split periods. The DISTRICT shall determine where route times are to be split.

Deadhead: The CONTRACTOR's deadhead time and miles not subject to payment under this Agreement is that time and miles required for travel between the following points:

<u>FROM</u> CONTRACTOR's Parking Location	<u>TO</u> Point of the first pupil pickup of the day
CONTRACTOR's Parking Location	Point of the first pupil pickup after the split
Point of the last pupil drop off prior to the split	CONTRACTOR's Parking Location
Point of the last pupil drop off prior to the end of the day	CONTRACTOR's Parking Location

Split Time shall be defined as follows:

A Single Split is dead time between morning and afternoon runs.

A Double or Triple Split is dead time between a morning run and the beginning of a mid-day run, or after a mid-day run and the beginning of an afternoon run, or after an afternoon run and the beginning of a late afternoon/evening run.



61. Definition of Bid Types:

The following definitions apply toward the various bid categories.

Bid 1 - Type I Transit buses 71 or more passengers

Under each of the above categories the following sub-categories will apply:

Bid A: School run and other intra-district or inter-district school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling sixty (60) miles or less per day and four (4) hours or less per day, with a single split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over sixty (60) and hours over four (4) per day.

Bid B: School run and other intra-district or inter-district school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling eighty (80) miles or less per day and six (6) hours or less per day, with a single split or double split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over eighty (80) and hours over six (6) per day.

Bid C: School run and other intra-district or inter-district school bus service on the basis of any combination of one or more school day morning runs, mid-day runs, afternoon runs, or late afternoon/evening runs, totaling one hundred (100) miles or less per day and eight (8) hours or less per day, with a single split, double split or triple split. Payment shall be made on the basis of a minimum daily rate, plus an additional rate for miles over one hundred (100) and hours over eight (8) per day.

Bid D: Other school day hourly school bus service including special field trips, athletic team trips, or any other school sponsored trips using buses and drivers assigned to regular, special, or stand-by service to the DISTRICT under this Agreement. **Payment shall be made on the basis of an hourly rate.**

Bid E: Not applicable.

Bid F: Driver in-service rate. Should the DISTRICT opt to require any additional in-service training or meetings for drivers, other than what is specified in this Agreement as costs to be borne by the CONTRACTOR, the DISTRICT agrees to pay an hourly rate as indicated in the CONTRACTOR's bid.

62. Bid Items Awarded: For purposes of service and payment, awarded bid items will be listed in this section of the agreement.



REQUEST FOR BIDS 16-1718
Daily Intradistrict Transportation Services

IN WITNESS HEREOF, this Agreement has been duly executed by the previously named parties.

CONTRACTOR NAME

LONG BEACH UNIFIED SCHOOL DISTRICT

Signature _____

Signature _____

Print Name _____

Ron Hoppe

Title _____

Purchasing & Contracts Director

Date _____

Date _____



COMPANY INFORMATION FORM

TO THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT

Honorable Members:

In compliance with the Request for Bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in these bid documents.

LEGAL FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (_____) _____

E-MAIL: _____

TAX ID NUMBER: _____

NON-COLLUSION STATEMENT: Bidder hereby certifies that this bid is genuine and not collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly, induced or solicited any other Bidder to put in sham bid, or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

OBJECTION TO TERMS: If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on the a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

MANUAL SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____



Request for Taxpayer Identification Number and Certification (Form W-9)

Form W-9 Request for Taxpayer Identification Number and Certification. Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.
Social security number
or
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



BID FORM

COMPANY NAME: _____

71+ Passenger Bus

Bid Category 1

Item	
1.	<p>Bid A: Minimum four (4) hours and sixty (60) miles per school day.</p> <p>Minimum Daily Rate Per Bus \$ _____</p> <p>Rate Per Bus Mile Over Sixty (60) Daily Miles \$ _____</p> <p>Rate Per Bus Hour Over Four (4) Daily Hours \$ _____</p>
2.	<p>Bid B: Minimum six (6) hours and eighty (80) miles per school day.</p> <p>Minimum Daily Rate Per Bus \$ _____</p> <p>Rate Per Bus Mile Over Eighty (80) Daily Miles \$ _____</p> <p>Rate Per Bus Hour Over Six (6) Daily Hours \$ _____</p>
3.	<p>Bid C: Minimum eight (8) hours and one hundred (100) miles per school day.</p> <p>Minimum Daily Rate Per Bus \$ _____</p> <p>Rate Per Bus Mile Over One Hundred (100) Miles \$ _____</p> <p>Rate Per Bus Hour Over Eight (8) Daily Hours \$ _____</p>
4.	<p>Bid D: School days hourly trips.</p> <p>Rate Per Bus Hour \$ _____</p>
5.	<p>Bid E: Not applicable.</p>
6.	<p>Bid F: Other driver in-service (not covered under the agreement) as requested by the District.</p> <p>Rate Per Hour \$ _____</p>

Number of Buses Offered: _____

Capacity of Buses Offered: _____



REFERENCE FORM

Bidders not providing current service to the District should provide references to LBUSD of service provided by the Bidder or Bidder's owner to other school districts and/or private schools. Current vendors do not need to supply references.

In addition to the consideration of the daily rate provided by the Bidder in each bid type, the following items may be considered in the award of this Agreement:

Preference may be given to Bidders with a proven and favorable record of service. Consideration will be given as follows:

- (a) Service to the District
- (b) Service in the L.A. basin area
- (c) Service in California
- (d) Service outside of California

1.
Name of District: _____

City and State: _____

Contact: _____ Phone #: _____ Year(s) of Service: _____

2.
Name of District: _____

City and State: _____

Contact: _____ Phone #: _____ Year(s) of Service: _____

3.
Name of District: _____

City and State: _____

Contact: _____ Phone #: _____ Year(s) of Service: _____

4.
Name of District: _____

City and State: _____

Contact: _____ Phone #: _____ Year(s) of Service: _____

COMPANY NAME: _____