



Purchasing and Contracts Branch

2201 East Market Street
Long Beach, California 90805-5556

Request for Bids (RFB)
31-1617
Pupil Taxi Services (Price Agreement)

RELEASED ON: 3/13/2017

A handwritten signature in blue ink, appearing to be 'R.A.', is written over a horizontal line.

Director

3/7/18

Date



SECTION A – INSTRUCTIONS

1. INTRODUCTION

The Long Beach Unified School District (District) is seeking sealed bids from qualified vendors (Bidder), to provide Pupil Taxi Services. The intent of this RFB process is to select a Bidder and establish a five (5) year contract 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: Hope Araujo

E-Mail: haraujo@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 3/30/2017 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 4/3/2017.

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 Piggyback Clause 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.

Additionally, bids must be submitted to and addressed as follows:

LBUSD Purchasing & Contracts Branch

Att: Hope Araujo

RFB 31-1617 - Pupil Taxi Services

2201 E. Market Street

Long Beach, California 90805



The deadline for submitting a sealed bid is 4/7/2017 at 2:00 pm. 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. CONTRACT TERM

The initial contract period will be July 1, 2017 through June 30, 2022. Prices may be negotiated annually within the Contract period when economic factors indicate negotiation is necessary to maintain an equitable pricing structure. Renegotiation is subject to the approval of both parties.

4. SCOPE OF SERVICES

The Bidder shall provide bids for the transportation of Special Education pupils to various school activities using various types of vehicles. The Bidder will have to provide trained personnel and various types of vehicles that can transport single students, up to four students at once, and, when necessary, accommodate wheelchairs. The bid is asking for flat rate pricing for a single round trip, regardless of number of students or vehicles required. Bid #1 will be for "local" trips up to 50 miles round trip. Bid #2 will be for round trips exceeding 50 miles, but no greater than 100 miles. Services may be required for Los Angeles, Orange, Riverside and San Bernardino Counties.

a) Special Requirements

The District will require the following training of the employees performing work under this Contract:

CPR and First Aid Training

Formal training on providing service to Special Education students

The District desires that the successful bidder maintains GPS tracking capability for their vehicles.

b) Equipment

1. Age of Equipment

All vehicles may not be more than seven (7) 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 District's discretion. Approval in writing must be received from the District prior to assignment of said vehicles. All vehicles, including spares, must meet the age criteria in order to be acceptable for use under this Contract. All vehicles shall be properly certified 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.

2. Cleaning and Repairs

Regular preventive maintenance, as approved by the vehicle manufacturer, shall be practiced on all vehicles. Vehicles 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.

3. Required Modification of Equipment

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

4. Vehicle Inspection

In order to ensure the same, the Bidder will make each vehicle available for inspection by the District. The District may inspect vehicles at any time. Inspection may be conducted at any school during a regular run or at the District garage, or at the Bidder's garage. Dates and times of such inspections are not required to be posted in advance.

c) Personnel

All personnel assigned to perform under this Contract shall be subject to continuous approval by the District.

1. ID Badges

Each Bidder's employee in service to the District shall be required to wear an identification badge supplied by the Bidder. This badge will display the Bidder's name, the employees name and position, and the employee's picture.

2. Drivers

A. All drivers employed by the Bidder to provide service to the District must have and maintain a valid driver's license and school vehicle "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 a similar requirement to obtain a school vehicle certificate. The Bidder will certify to the District that all drivers under this Contract have met this requirement.

B. All drivers must be in good health at all times when driving vehicles in service of the District.

C. When driving vehicles in service of the District, all drivers shall be well groomed and shall wear the uniform provided by the Bidder 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 vehicle, or employer related items.



3. Moral Character

The Bidder 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 Bidder shall assure that all the Bidder's personnel meet these qualifications. The Bidder will not allow any person to drive a vehicle whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall Bidder allow any person to drive a vehicle who is not in a condition of mental and emotional stability.

4. Personal Items

Firearms, knives, and other weapons are prohibited on vehicles. The use of cell phones while driving a vehicle is prohibited. Vehicle service is never to be interrupted or delayed by drivers handling personal business.

5. Discipline on the Vehicle

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

6. Substance Abuse

The use of alcohol, tobacco products, illegal drugs, or the use of prescription drugs while driving a vehicle is prohibited.

7. Service Changes and Disruptions

Any change in normal service or disruption of service provided by the Bidder, shall be reported to the District as soon as possible, but in no case later than fifteen (15) minutes from the time the Bidder is aware of such a situation. (IE: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illness or injury, vehicles running late, etc.)

8. Representative On Duty

While pupils are being transported, the Bidder 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 Bidder's vehicle service. This provision includes both a qualified dispatcher and mechanic.

d) Services

1. Record Keeping and Reporting Requirements

The Bidder shall maintain daily records indicating vehicle 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 Bidder 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 the corrective action taken.
- B. Copies of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation vehicle inspection reports on the Bidder's vehicles.

2. Accident Reports

All accidents which involve the Bidder's personnel while in operation pursuant to this Contract shall be reported to the District immediately. Accidents involving injuries to pupils or other persons shall be reported to the District immediately after the Bidder is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the Bidder 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 vehicle accident vehicle may be reported on forms provided by the District at its option.

3. Adjustment of Rates

After the first year of this Contract, compensation for all services provided under the terms of this contract may be adjusted annually in subsequent years in consideration of satisfactory performance and increased cost in service of the Contract. Any request for adjustment of rates must be submitted in writing at least 60 days prior to each increase. Any specific increase must be agreed upon by both parties.

4. Definition of School Vehicle Service Terms

Time and mileage charges for all school vehicle service shall be calculated for "live time" (when pupils are on board) only. Deadhead time and miles may not be counted.

5. Deadhead

The 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:

FROM
CONTRACTOR's Parking Location

Point of the last pupil drop
off prior to the end of the day

TO
Point of the first pupil pickup of the day

Bidder's Parking Location

5. 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.



6. AWARD

a) Method

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein. Evaluation of responsible Bidders will be based on, but not limited to such factors as ability to deliver products in a timely manner, appropriateness and quality of materials offered, length and scope of the warranties and pricing.

The bid is intended to be awarded as a single lot. The bid will be evaluated based on a round trip of 40 miles daily for 90 consecutive school days and a round trip of 75 miles daily for 50 consecutive school days over the course of a school year.

The District requires bidders to provide pricing on bid categories to be considered for award. Bidders will also be required to demonstrate the capability to readily provide various types of vehicles. The estimated value for the Contract may be from **\$400,000.00 - \$600,000.00** or greater annually depending on the District's budget.

b) Award Process

Once the lowest responsible/responsive Bidder has been determined, a Notification of Intent to Award will be issued to all Bidders who submitted a bid identifying the lowest responsible/responsive Bidder.

c) 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.

d) 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.



7. 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.

8. BID PROTEST PROCEDURE

Any Bidder who submitted a bid may file a bid protest. The protest shall be filed in writing with the District’s Assistant Purchasing & Contracts Director not more than five (5) business days after the date of the Notice of Intent of Award. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a) Resolution of Bid Controversy

Once the bid protest is received, the apparent lowest responsible Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low Bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low Bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District’s reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b) Appeal

If the protesting Bidder or the apparent low Bidder is not satisfied with the decision, the matter may be appealed to the Purchasing & Contracts Director or their designee, within three (3) business days after receipt of the District’s written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**LBUSD Purchasing & Contracts Branch
Attn: Hope Araujo
RFB: 31-1617
2201 E. Market Street
Long Beach, CA 90805**

c) Appeal Review

The Purchasing & Contracts Director or their designee shall review the decision on the bid protest from the Assistant Purchasing & Contracts Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of Purchasing & Contracts Director or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.



d) Reservation of Rights to Proceed with Project Pending Appeal

The District reserves the right to proceed to award the bid pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this section if written notice is provided to the protesting party. E-mailed notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e) Finality

Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.



SECTION B - 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, executed agreement, 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



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- without notice to the Bidder. The prices paid by the District at the time such purchases are made shall be 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.



SECTION C - SAMPLE CONTRACT

Pupil Taxi Services Contract

THIS CONTRACT, 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 "BIDDER."

WITNESSETH:

The District and the Bidder, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract: The Bidder shall furnish services for the transportation of Special Education pupils and other persons on an as-needed basis for student services as specified by the District. Such transportation may be either within or without the District and on any day or days during the term of this 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 Director of Transportation and/or the Asst. Superintendent of Student Support Services or their representatives of said District.
3. Term of Contract: The term of the Contract shall be for the period beginning July 1, 2017 and ending June 30, 2022. It may be renewable thereafter as provided by law.
4. Renewal Provisions: This Contract may be renewed by mutual agreement between the District and the Bidder in accordance with California Education Code Section 39803. Renewal consideration will be contingent upon the Bidder's performance during the previous years of service on this contract, including conformance with all aspects of this Contract 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 Bidder and its acceptance by the District, and the Contract, 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 Bidder, 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 Contract: The Bidder shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Contract without prior written permission of the District. This includes a whole or partial purchase of the Bidder by another party.



8. Independent Contractor: The Bidder 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 Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Bidder or any of the Bidder's agents or employees. The Bidder 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 Bidder, 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 Contract.
9. Insertions Into Contract: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. Entire Agreement of Parties: The complete Contract as set forth in this document constitutes the entire Contract of the parties. No other agreements, oral or written, pertaining to the performance under this Contract, exists between the parties. This Contract can be modified only by a Contract 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 Bidder. In the event that the Bidder 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 Bidder, the excess cost shall be charged to and collected from the Bidder. The District also reserves the right to collect from the Bidder such other additional damages as may flow from the Bidder's failure or refusal to perform.
12. Termination of Contract: If the Bidder 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 Bidder should be adjudged as bankrupt, or if the Bidder should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the Bidder 's insolvency, or if the Bidder should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the Bidder persistently disregards laws, ordinances or instructions of the District or is otherwise guilty of a substantial violation of this Contract, then the District may, without prejudice to any other right or remedy, serve written notification upon the Bidder of intention to terminate this Contract. 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 Contract 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 Contract, the excess cost shall be charged to and collected from the Bidder. 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 Bidder shall be considered in default and the Contract subject to termination if:
 - A. The Bidder furnishes or uses a vehicle which does not conform to requirements of the Contract;
 - B. The Bidder fails to comply with the requirements of the Contract;
 - C. The Bidder fails to adhere to vehicle schedules;
 - D. The Bidder fails in any way to perform properly the work to be done under the Contract with the District.
14. Waiver: No waiver of a breach of any provision of this Contract 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 Contract 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 Contract 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 Bidder 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.

Such insurance shall have a minimum combined limit of five million dollars (\$5,000,000). The Bidder shall not commence work under this Contract 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 Bidder from claims which may arise from his operations under this Contract. In accordance with the provision of Section 3700 of the Labor Code, the Bidder by signing this Contract agrees to 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 Bidder shall hold harmless and indemnify the District, its governing board, its officers, its agents, and its employees from every claim or demand made by reason of:
- A. Any injury to person or property sustained by the Bidder 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 Bidder, 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 Bidder 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 Bidder as it pertains to this subsection.
19. Force Majeure: The Bidder 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 Bidder 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 Bidder. The District agrees to assist the Bidder, if possible, to minimize disruptions. An employee lockout by the Bidder is prohibited, unless specifically permitted by the District in writing.
20. Payments for Services: As trip service is requested and performed, the Bidder shall submit invoices in the format required by the District for all services under this Contract.
21. Bid Items Awarded: For purposes of service and payment, awarded bid items is attached as "Exhibit A".



REQUEST FOR BIDS 31-1617
Pupil Taxi Services

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

<<CONTRACTOR'S NAME>>

**LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By: _____

By: _____

SAMPLE



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: _____



PIGGYBACK CLAUSE

COMPANY NAME: _____

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts, community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 of the Public Contract Code.

The Long Beach Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

(Please initial one of the following)

Piggyback option granted _____

Piggyback option not granted _____

EXCLUSIONS: _____



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

<p>Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																											
<p>Print or type See Specific Instructions on page 2.</p>	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:																																												
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																												
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																												
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																											
	6 City, state, and ZIP code																																												
7 List account number(s) here (optional)																																													
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p><i>Note.</i> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 33.33%; text-align: center;"> </td> <td style="width: 3.33%; text-align: center;">-</td> <td style="width: 33.33%; text-align: center;"> </td> <td style="width: 3.33%; text-align: center;">-</td> <td style="width: 26.67%; text-align: center;"> </td> </tr> <tr> <td colspan="11" style="text-align: center;">or</td> </tr> <tr> <td colspan="11" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 33.33%; text-align: center;"> </td> <td style="width: 3.33%; text-align: center;">-</td> <td style="width: 33.33%; text-align: center;"> </td> <td style="width: 3.33%; text-align: center;">-</td> <td style="width: 26.67%; text-align: center;"> </td> </tr> </table>			Social security number												-		-		or											Employer identification number												-		-	
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Employer identification number																																													
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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 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 I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>																																													
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>																																											



BID FORM

COMPANY NAME: _____

Bid 1 Flat Rate In-District Taxi Service

Daily Service (Local), single school destination, one or more student load/drop locations within 50 round trip miles.

Description	UOM	Unit Price
Base Flat Rate, per single <u>round trip</u>	Each	\$
Mileage Rate, live miles after <u>25 miles one way</u>	Each	\$

Bid 2 Flat Rate Out-Of-District Taxi Service

Daily Service (Out-of-District), single school destination, one or more student load/drop locations within 50 to 100 round trip miles.

Description	UOM	Unit Price
Base Flat Rate, per single <u>round trip</u>	Each	\$
Mileage Rate, live miles after <u>50 miles one way</u>	Each	\$