

## **BID PROPOSAL PACKET**

Submit bids on the attached Bid proposal forms in a sealed envelope plainly marked:

### **BID #23.01 Tulare County Office of Education Transportation Services**

BID OPENING DATE: March 23, 2023

BID OPENING TIME: 2:00:00 PM

#### **Mail or deliver bids to:**

Tulare County Office of Education  
Attention: General Services  
6200 S. Mooney Blvd.  
Visalia, CA 93277

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Any questions relating to this bid should be directed to Jeff Ramsay, Director, General Services, Tulare County Office of Education, via email to [jeff.ramsay@tcoe.org](mailto:jeff.ramsay@tcoe.org).



**TULARE COUNTY OFFICE OF EDUCATION  
REQUEST FOR PROPOSALS  
Bid No. 23.01**

The Tulare County Office of Education invites and will receive sealed proposals for BID NO. 23.01 for the award of furnishing and delivering Transportation Services on or before 2:00:00 p.m., on March 23, 2023, in the General Services Office of the Tulare County Office of Education, 6200 S. Mooney Blvd., Visalia, California, at which time and place the proposals will be opened in public.

Proposals shall be made on forms prepared by the Tulare County Office of Education. Bid forms, specifications and further information may be obtained from <https://www.tcoe.org/GeneralServices/Bids>. Vendors may not withdraw proposals for a period of sixty (60) days after the date set for opening of proposals.

TCOE reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities which may be legally waived.

Published:        Dates: February 15, 2023        February 22, 2023

TULARE COUNTY OFFICE OF EDUCATION

Tim A. Hire  
Superintendent of Schools

## INSTRUCTIONS TO BIDDERS

**An original and digital copy** of this ***Bid Proposal Packet*** supplied by TCOE shall be submitted at bid time. Every form herein, requiring signature must be completed, signed, and submitted with your Proposal. Any supplementary information you include with your Proposal must be clearly identified as "SUPPLEMENTAL INFORMATION" and placed at the very back of your completed ***Bid Proposal Packet*** (and the three copies thereof). Your completed ***Bid Proposal Packet*** and the three copies thereof shall be delivered in a sealed envelope plainly marked: Bid #23.01 Tulare County Office of Education Transportation Services and bearing the name and address of the vendor. Deposit with the General Services Department, Tulare County Office of Education, 6200 S. Mooney Blvd., Visalia, CA 93277 prior to 2:00:00 P.M. on March 23, 2023. Late proposals will be rejected.

### **Bid Question/Clarifications**

If any bidder has questions, finds discrepancies in, or omissions from, the bid documents, a **written** request for clarification may be submitted via email to [jeff.ramsay@tcoe.org](mailto:jeff.ramsay@tcoe.org), up to **fourteen (14) days prior to the bid due date (March 23, 2023)**. Corrections and clarifications will be posted via Addendum to the TCOE Bid Page 10 days prior to the bid due date. All addenda issued during the time of bidding shall be incorporated into the bid. The TCOE will not be responsible for oral interpretations.

### **Opening of Proposals and Information Available:**

Proposals will be opened and read shortly after 2:00:00 P.M. on March 23, 2023 at the Tulare County Office of Education, General Services Office, 6200 S. Mooney Blvd., Visalia, CA 93277. Whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by TCOE after 2:00:00 PM on March 23, 2023. Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened. The Proposal opening shall be open to the public. Vendors, their representatives and other interested persons may be present at the Proposal opening.

At the proposal opening, the following information will be announced:

1. Vendor's Name
2. Affirmative or Negative Presence of Bond and Completed Bid Submittals
3. Number of Copies Received
4. Proposed Mileage Rates

### **Bid Protest Procedure:**

Any Bidder submitting a Bid Proposal to the TCOE may file a protest of the TCOE's intent to award the Contract provided that each and all of the following are complied with:

- A) The bid protest is in writing;
- B) The bid protest is filed and received by TCOE's Director, General Services, not more than five (5) calendar days following the date of the opening of the Proposals; and
- C) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the

grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

## **TERMS AND CONDITIONS**

### **1. Definitions**

Where any word or phrase defined below, or a pronoun is used in place thereof, is used in any part of this Request for Proposal, Proposal Form and Addenda, it shall have the meaning here set forth:

TCOE Tulare County Office of Education.

Superintendent Superintendent or designated staff of the Tulare County Office of Education.

VENDOR The party/parties submitting the proposal and or the party/parties awarded the contract.

TCOE Special Education Local Plan Area Office, an administrative agency operated by the Superintendent for members of the Merced County Special Education Local Plan Area.

### **2. Term**

The term of this Agreement will be for a 60 month period (specifically, July 1, 2023, through June 30, 2028).

### **3. Examination of Contract Documents and Conditions**

Before submitting a Proposal, the VENDOR shall thoroughly familiarize themselves with all Contract documents and Addenda issued before the proposal opening. Such Addenda shall form a part of the proposal and shall be made a part of the Contract documents. It shall be the VENDOR'S responsibility to ascertain that their Proposal includes and acknowledges all Addenda issued prior to the Proposal opening. If the Applicant does not completely understand the Proposal and Contract conditions and requirements, they shall request such information from the TCOE. Any VENDOR in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws shall submit a request for an clarification, interpretation or correction thereof to TCOE. VENDORS are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Instructions to Bidders. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

#### **4. Award. Rejection**

A) Award will be made to the responsive and responsible VENDOR submitting the responsive Proposal with the highest points per scoring sheet, provided that if TCOE determine that all Proposal requirements are met and that the public interest will be best served by accepting other than the Proposal with the highest points per scoring sheet. In the case of a tie for highest points per the scoring sheet, the VENDOR with the lowest total cost will receive the award. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder. TCOE reserves the right to accept or reject any or all Proposals and any part thereof and to waive all any irregularities or informalities in any Proposal or in the bidding. A responsive Proposal shall mean a Proposal which conforms to and complies with requirements of the RFP and Contract Documents. A Proposal that does not conform to material bidding requirements, as reasonably determined by TCOE, is subject to rejection for non-responsiveness. If any VENDOR to whom an award is made refuses, or fails to execute and return the Contract Agreement, or the required faithful performance bond and insurance referred to in Paragraphs 7 and 8 hereinafter, TCOE may, at its option accept the Proposal of, and make the award to another VENDOR. In the event that there are no other VENDORS, or if no other Proposal is acceptable, TCOE may enter into a Contract with a person, firm or corporation able and willing to satisfactorily furnish the said transportation service. The determination by TCOE as to which VENDOR is successful shall be final.

B) In addition to bid pricing, TCOE will take into consideration, but is not limited to, the following criteria in making the award (Refer to Appendix A, VENDOR Questionnaire):

1. VENDOR'S experience, financial responsibility and capability.
2. VENDOR'S safety record and driver training program.
3. Assurance that the VENDOR can be in effective operation by date of Contract.
4. TCOE reserves the right to request an in person interview with one or multiple candidates.

C) VENDOR will be required to furnish evidence of their ability to comply with the CALIFORNIA RULES AND REGULATIONS GOVERNING THE OPERATION OF SCHOOL TRANSPORTATION VEHICLES AND CALIFORNIA AND FEDERAL MINIMUM STANDARDS GOVERNING SCHOOL TRANSPORTATION VEHICLES, effective the date of the Contract, as issued by the California Department of Education.

D) Do not modify bid documents: Additional terms, exceptions, modification of TCOE bid documents, or counteroffers may cause a bid to be deemed non-responsive and thus subject to rejection.

E) CONTRACT DOCUMENTS: The complete Contract includes the Request for Proposal, Proposal Form, Offer To Provide Transportation Services, VENDOR Questionnaire (Appendix A to Proposal), Student Transportation Services Agreement (Appendix B). Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

## **5. Indemnification**

A) Unless arising solely out of the active negligence or willful misconduct of TCOE, the VENDOR agrees to hold the Special Education Local Plan Area members, TCOE, TCOE and their Board, Officers, members of the TCOE Board of directors, Employees, Agents and/or Consultants, harmless from any and all claims and liabilities for damages to all persons and/or property including, but not limited to, employees of the VENDOR and heirs of employees of the VENDOR, arising out of and in the course of the performance of this Agreement.

Unless arising solely out of the active negligence or willful misconduct of TCOE, the Vendor shall indemnify, defend and hold harmless TCOE, TCOE's Governing Board and all members thereof and TCOE's directors, officers, employees, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the transportation services provided. The Vendor's obligations hereunder include claims for or related to, without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Vendor, its employees, agents and independent contractors. The Vendor's obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

## **6. Civil Rights. Non-Discrimination. and Sexual Harassment**

The successful Applicant agrees that he/she will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to, the Regulations of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to the Title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs or activity for which the Applicant receives Federal financial assistance from the Department: and hereby gives assurance that he/she will immediately take any measures necessary to effectuate this agreement.

The Vendor shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Vendor shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

It is the policy of TCOE to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Vendors agree to comply with TCOE's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Vendors agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.



## **7. Performance Bond. And Execution of Contract**

A) The faithful performance by the VENDOR of each and every term, condition, and provision of the Agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to the VENDOR by TCOE. The VENDOR shall post a performance bond or other acceptable security listing TCOE and being subject to the approval of TCOE legal counsel as well as TCOE Assistant Superintendent of Business Services. Such bond or security shall be executed by the VENDOR and a surety company admitted to do business in the State of California. Such bond or security shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and shall at all times be kept in full force and effect. The condition of such bond or security shall be the VENDOR. The VENDOR shall fully and faithfully perform all conditions and covenants of this Agreement or that the face amount of such bond or security shall be forfeited to TCOE. The bond and/or security may be a renewable one-year bond or security and shall be renewed annually before its expiration date; provided, however, that such bond or security must remain in full force and effect from and after the date TCOE makes any demands for payments on the bond or security until TCOE releases such claims. Provision of such bond or its equivalent, approved by TCOE, is a material covenant of this Agreement. TCOE shall not approve any security which is not unconditionally payable to TCOE upon demand.

B) It is understood and agreed by the VENDOR that should its Proposal be accepted and Contract awarded to such VENDOR, and VENDOR fails, or refuses to furnish the Performance Bond, properly executed, within ten (10) days after receiving notice from Superintendent to provide such Performance Bond, or fails, or refuses, to properly execute the Contract, Superintendent may, at his option, determine that this VENDOR has abandoned its Proposal and may accept the Proposal of and award the Contract to another VENDOR. Thereupon the award of said Contract to this Applicant shall be null and void and the security, consisting of the certified check or Proposal Bond accompanying his/her Proposal, shall be claimed by the Superintendent for collection and the proceeds thereof shall be retained by Superintendent as liquidated damages for failure of such VENDOR to properly execute the Contract and provide the Performance Bond required.

## **8. Insurance**

All applicants will, when proposals are submitted, be required to furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to the TCOE as follows:

LIMITS OF LIABILITY (MINIMUM): TEN MILLION DOLLARS (\$10,000,000) combined single limit per occurrence covering bodily injuries, wrongful death, property damage, and all other related or contingent liabilities.

Insurance shall be from a California Admitted Insurance Agency having an *AM Best* Rating of A- or better and provide coverage for passengers from the time they are delivered into custody of VENDOR, or the custody of his/her employees, when being picked up at home, or at authorized bus stops, or school until he/she or his/her employees release them to the school, home, or at authorized bus stops; and to provide for coverage on any school authorized trip other than home/school.

The Tulare County Office of Education, its governing board, officers, administrators, agents, and employees will be named as additional insureds. Evidence of above insurance and of Workers' Compensation Insurance must be provided to TCOE. There are no exceptions to this requirement. If any VENDOR fails to furnish required documentation within ten (10) days after request by TCOE to do so, TCOE may, at their option, determine that VENDOR has abandoned his/her proposal and accept the proposal of and award the Contract to another responsive and responsible VENDOR (as referred to in Section 4, Part A).

VENDOR shall not commence work under this Contract until he/she has obtained, at his/her own expense, all the insurance required under this section, and until such insurance has been approved by TCOE. Approval of the insurance by TCOE shall not relieve, nor decrease, the liability of the VENDOR hereunder.

VENDOR will furnish, in subsequent years, to TCOE, annual evidence of such insurance coverage in a form, and with companies acceptable to TCOE. Said evidence shall provide for a 90 day advance notice to TCOE in the event of cancellation or material change in the coverage.

#### **9. Proposal Requirement**

To receive consideration, proposal must comply with the following:

A) All proposals shall be filed only on forms provided by and available from the TCOE and should be typed or printed clearly. An original and digital copy shall be submitted. Proposal prices shall be entered in the spaces provided on the Proposal form. Proposals must be returned in a sealed envelope plainly marked: Bid #23.01 Tulare County Office of Education Transportation Services and bearing the name and address of the vendor.

B) Each Proposal must be accompanied by: a certified check, cashier's check or bid bond from a California admitted surety in the amount of twenty five thousand dollars (\$25,000) payable to the Tulare County Office of Education. Bid security checks of all unsuccessful VENDORS will be returned promptly after the proper execution of the Contract and the furnishing of the required insurance by the successful Vendor.

C) Prices quoted must be firm and any proposal requiring receipt of Contract Award prior to 90 days from proposal opening will be unacceptable.

#### **10. Proposal Opening, Inspection**

Proposals will be opened by the TCOE General Services Department or designee at the hour and place stated in the Request for Proposals in the presence of all Applicants who attend. At the proposal opening, the following will be announced: VENDOR Name; Affirmative or Negative presence of Bond, Certifications, and Signature; Number of Copies of Proposal Received; Proposed Bus Rates.

## **11. Legal Requirements**

Services covered by this proposal must comply with applicable laws, ordinances and other legal requirements, including (among others) the Federal and California Minimum Standards Governing School Transportation Vehicles and the pertinent provisions of the California Motor Vehicle Code, and all other pertinent rules and regulations.

## **12. Scope Of The Requirement – Information For Applicants**

### **TCOE**

The base bid services shall consist of furnishing school bus transportation services as required for pupils and other persons designated by TCOE for Special Education, pre-school through grade 12 and other authorized riders, to and from schools determined by TCOE, and to and from other points as directed; such transportation to be furnished by means of buses herein specified and at such times and places as shall be specified by TCOE. TCOE reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make periodic increases or decreases in the number and type of buses required. For the purposes of this Proposal the Applicant should consider the plans below:

**TCOE Plan:** presently calls for the transportation of approximately nine hundred (900) Special Education Pupils, on routes both ambulatory and in wheelchairs, from all Districts within Tulare County. Dependent upon school schedules, routes and load factors, the number of buses needed will be approximately 70 Routes Daily.

TCOE may also require service for class field trips, excursions, etc., calling for use after school hours and/or use of mid-day service. Rates for such service shall be indicated on the Proposal Form.

## **13. Additions**

Transportation shall be provided for all ambulatory and wheelchair pupils for whom TCOE has assumed transportation responsibility. The provisions of this Agreement shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Agreement, no additional compensation shall be awarded.

## **14. School Year Service**

TCOE: A pupil's school year shall consist of approximately 180 days. An additional 15 days for extended school year or intersession shall also be included as part of a school year.

A) TCOE will provide by mid-May: An Extended School Year / Summer School schedule including:

1. TCOE will provide a class list per site and vendor will create the routing schedule.
2. VENDOR will provide bus identification number and driver's name for each route. Routes and schedules can only be altered by written approval of TCOE.

B) TCOE will provide by the Third Friday in July: For Traditional School Sites

1. TCOE will provide a class list per site and vendor will create the routing schedule.
2. VENDOR will provide bus identification number and driver's name for each route. Routes and schedules can only be altered by written approval of TCOE.

**15. Pupils**

A) VENDORS are advised that the pupils to be transported may require special care due to various types of disabilities. It is TCOE's desire that transportation be furnished under the most favorable circumstances, in a friendly atmosphere, and with a minimum exposure to hazards which might result in injury or discomfort.

B) Pupils are expected to behave in a safe manner while being transported; the VENDOR drivers and aides shall be expected to keep order among the pupils and to use the Information/Incident Form procedure to report any improper conduct. Drivers shall not require any pupil to leave the bus before reaching his/her destination.

C) In case of pupil illness, absence, or emergency, the parent of each child shall be responsible for notifying the VENDOR that the child shall not be picked up. Any other exceptions to the regularly scheduled pick-up and delivery points shall be subject to the approval of TCOE.

D) Student behavior problems shall be reported in the following manner;

**TCOE Students**

a. Driver/aides are to document student behavior on an Information/Incident Form, provided by TCOE, to the Transportation Supervisor within 24 hours.

b. Serious behavior incidents require an immediate call to TCOE's area program manager/school office.

c. IEP meetings relating to school bus behavior may be called at any time and may be conducted by telephone with parent or guardian approval. Every effort will be made to have a representative from the VENDOR and TCOE at the IEP meeting to help work out a behavior plan.

**16. Vendor's Duties**

The VENDOR agrees to:

A) Utilize all routes in such manner as to assure that no pupil shall be delivered to school no later than ten (10) minutes before commencement of class and have buses arrive at each school no later than ten (10) minutes after classes are dismissed for the return trip.

B) Provide for the welfare and safety of the pupil at all times.

C) Secure, maintain and enforce for itself and its employees and agents, such licenses and permits as are required by law for furnishing the services herein specified and to comply with all laws, regulation, and provisions of the California Vehicle Code, the Education Code, the Government Code, all other governmental agencies, TCOE and the bus manufacturer's specification relating to the transportation of pupils and the use and operation of all buses and

equipment.

D) Deny transport of any person other than an enrolled pupil or an employee of the Local Education Agency within TCOE or the appropriate district of service, without first obtaining permission of TCOE.

E) Comply with the California Fair Employment and Housing Act (Government Code #12900 et seq.) and American Disabilities Act, Title II and any amendments thereto. Is an equal opportunity employer and not to discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, sexual orientation or disability.

F) Keep complete and accurate records of each accident and submit a written report of each accident to TCOE within twenty-four (24) hours. Verbal notice must be given to TCOE within one (1) hour of the accident.

G) Use only certified school buses, as defined in Title 13 in the state of California, equipped with individual seat belts, child restraint system for preschoolers and two-way radios. Buses transporting pupils in wheelchairs shall be equipped with hydraulic lifts and approved wheelchair tie downs.

H) Follow applicable Head Start Performance Standards Subpart F-Transportation: Section 1303.71 (b)(d)1303.72 (d)(i) 1303.74 (a)(b).

I) Pay for all additional special equipment required by the State Department of Education or the Department of Motor Vehicles at any time during the life of this Agreement or any renewal thereof.

J) For TCOE maintain a fleet of six (6) spare buses consisting of three (3) walk- ons for 10-12 students and four (4) wheelchairs and, three (3) with 16-18 walk- ons to be used as replacements for route buses when necessary. The number of such buses shall be sufficient to ensure continued operations under the Agreement. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.

K) Furnish TCOE with a certificate of compliance issued by the Motor Carrier Division of the California Highway Patrol for all buses to be used under this Agreement prior to beginning operation and following each required California Highway Patrol inspection annually on the Agreement anniversary date to both Transportation Supervisors.

L) Maintain all buses in a good, safe, and clean operating condition. The VENDOR shall perform all bus maintenance, including but not limited to oil, filters, lube, brakes and tires, at the VENDOR'S own expense. The VENDOR shall promptly submit all vehicle inspection reports to the TCOE when services are rendered.

M) Train all drivers in the routes to be followed, and in the laws, regulation and procedures related to the transportation of pupils, including preschoolers in Head Start. All drivers shall conduct emergency exit drills at the receiving school sites at least once every school year that this Agreement is in force in accordance with Title 13 in the state of California.

N) Assure actual timed dry runs shall be conducted for all routes prior to the beginning of a new school year and extended school year. The cost of said dry runs shall be borne by the VENDOR. The VENDOR shall inform the parents and/or guardians of each of their student's approximate pickup times not later than five (5) days prior to school opening.

O) Enforce TCOE's right to call periodic bus driver training meetings requiring mandatory attendance of all drivers servicing pupils under this Agreement. Such meeting shall not exceed four (4) hours per year per driver, not to include travel time. The VENDOR shall assume all costs associated with each driver's wages as a result of these meetings. If TCOE feels the need for additional training, TCOE shall assume the cost.

P) Require and ensure that each driver employed by the VENDOR to transport pupils under this Agreement:

1. Holds a valid school bus driver's certificate issued by the California Highway Patrol and the Department of Motor Vehicles
2. Is responsible for the orderly conduct of pupils while they are on the buses, recognize that all TCOE pupils have special needs and identify with and rely upon the authority of drivers with whom they are familiar. Except for driver illness, termination, retirement or emergency situations, drivers shall be permanently assigned the same bus routes. TCOE reserves the right to request a change in driver/monitor shall they deem necessary.
3. Shall not leave students unattended on the bus.
4. Shall be responsible for notifying the VENDOR'S Safety Program Supervisor of any/all equipment which they deem to be unsafe for transportation use.
5. Shall be well groomed and appropriately dressed. Shall wear a company identification badge with name and picture at all times unless dressed in a company uniform at which time identification must be in their possession while driving pupils for TCOE. The use of drugs, alcohol and tobacco while driving a school bus is prohibited. Firearms, knives, and other weapons are prohibited on school buses.
6. VENDOR certifies that all employees of the VENDOR performing services for TCOE have been cleared by a fingerprint check performed by the California Department of Justice and are not prohibited by law from being employed by TCOE or having contact with pupils pursuant to applicable State law.
7. Pass the Department of Transportation Medical Exam.

Q) No personal cell phone use while operating the bus or while students are on the bus.

R) Require and ensure that each bus aide/monitor employed by the VENDOR to work with pupils under this Agreement:

1. Are responsible for the orderly conduct of pupils while they are on the buses, recognize that all TCOE pupils have special needs and identify with and rely upon the authority of aides with whom they are familiar.
2. Shall not leave students unattended on the bus; if an adult is not at home to receive the student, the Vendor shall notify TCOE's program office for further instruction.
3. Shall be responsible for notifying the VENDOR'S Safety Program Supervisor of any/all equipment which they deem to be unsafe for transportation use.

S) TCOE students shall never be left at a specific location without a responsible receiving adult (over 18) in attendance unless a "Release from Responsibility" form has been executed by the pupil's parent or guardian. If an adult is not at home to receive the student, the Vendor will call the emergency numbers on file. If additional assistance is needed, call the Transportation Supervisor, and last resort call legal authorities (local police or CPS).

T) Load each bus within legal capacity.

U) Require that any exceptions to the regular schedule due to emergency or equipment failure shall be communicated immediately by the VENDOR to the parents of the affected children as well as the appropriate TCOE Transportation Supervisor.

V) Ensure that all drivers/aides/monitors shall have First Aid Training.

W) VENDOR staff and drivers will utilize daily all the functions of the transportation software and tablets as directed by the TCOE Transportation Supervisor. Vendor staff will attend trainings on the devices and software as provided by TCOE.

X) Other Requirements:

1. **Temporary Removal of a Driver/Aides/Monitors-** Should any concern arise regarding appropriateness of any driver/aides/monitor on route, the VENDOR shall, upon receipt of notice from TCOE, immediately temporarily remove any driver/aide/monitor specified from his/her duties of conveying any pupils covered by this Agreement until such time as the concern is resolved to the satisfaction of TCOE.

2. **Safety Equipment-** It shall be the Driver's responsibility to ensure that seat belts, car seats, safety vests and wheelchairs are properly fastened as soon as the pupil enters the bus and for the duration of the trip. Wheelchair brakes must be in a locked position during transport to prevent movement or tipping during turning, acceleration or deceleration of the bus. The VENDOR shall make certain that all wheelchairs transported are properly maintained by their owners, and have any additional restraints required for safe transport. The VENDOR shall notify TCOE Transportation Supervisor of any pupil's equipment not in proper transport condition.

3. **Pupil Absences-** VENDOR shall be required to notify TCOE Transportation Supervisor, through the VENDOR'S dispatcher, of any pupil who has not ridden the bus for a one (1) week period or of any pupil assigned to their route who no longer needs transportation services.

4. **Pupil Transfers-** Drivers shall transfer pupils to/from another vehicle going to or coming from school in cases of emergency, equipment breakdowns, or upon the notification of TCOE. All transfers will be made in accordance with required safety standards.

5. **Lateness-** Drivers shall contact the VENDOR's dispatcher immediately upon determination that the bus shall be more than fifteen (15) minutes late in the pickup or delivery of pupils. Vendor's dispatcher shall immediately notify all necessary persons, including parents, teachers and TCOE.

Y) Shall understand that transportation services as herein described are provided to students on a Tulare County wide basis. Students shall be transported on a ride-sharing basis together with other students from other districts throughout Tulare County. Ride sharing shall consist of students with various disabilities. Tulare County supports transportation services that are wholly integrated,

serving multiple school sites and multiple class start/dismissal times. Class start/dismissal times, which are staggered, allow the VENDOR to service multiple school sites. TCOE shall consider the effects on transportation prior to changing class start/dismissal times as said changes could affect the VENDORS ability to service student's transportation needs with the number of vehicles in its current inventory.

Z) Obey and comply with all relevant provisions of the Education Code and the rules and regulations adopted by the State Department of Education.

AA) Make available to TCOE, a driver record information report from the Department of Motor Vehicles Pool Notice DL414 upon request.

BB) Provide a daily dispatch log of the driver's name, bus number, and route and send to the Transportation Supervisors by 7 a.m.

CC) Provide drivers written weekly route sheets or routes via tablets to the applicable transportation office each Tuesday for review.

DD) TCOE distributed memos of route and route sheet updates/changes or updates and changes via the software will be distributed to drivers and verified they were received by the VENDOR.

EE) VENDOR shall complete daily student attendance logs to be submitted to TCOE by the 5<sup>th</sup> of each subsequent month.

FF) Vendor will service TCOE Special Services white fleet which includes passenger vans with and without wheelchair lifts.

GG) Buses shall be maintained at a comfortable temperature during periods of extreme heat or cold.

## **17. Equipment Requirements**

### **A) Two-Way Radio**

The successful Vendor will be required to provide and maintain the following equipment and installation on all buses by July 1, 2023 for use on this contract.

One two-channel, digital transmitting two-way radio per bus and the network system, licensed by the Federal Communications Commission to provide Voice and digital transmission to the VENDOR'S base of operations. The wattage of the system should be sufficient to maintain communication with drivers up to ten (10) miles outside County boundary.

For TCOE Two (2) two-channel, digital transmitting portable two-way radio for Transportation Supervisor and assistant, licensed by the Federal Communications Commission to provide Voice and digital transmission to the VENDOR'S base of operations. The wattage of the system should be sufficient to maintain communication with drivers up to ten (10) miles outside County boundary

### **B) Digital Video Recorder for Vehicles**

The successful VENDOR will be required to provide and maintain the following equipment and



installation on all buses by July 1, 2023 for use on this contract.

VENDOR will provide and maintain one digital video camera system for every bus or vehicle used for this contract. This will be a minimum of a three-camera system, (two color dome cameras and one black and white). The cameras will be placed 1) one front view, 2) one rear view and 3) one facing the door. Cameras will be randomly checked to ensure proper working order. Once a camera is identified as not functioning properly, the vendor must repair it within 5 days.

The digital filming will be available for 30 days.

Vendor will provide video footage labeled with bus route and date within 24 hours of written request by TCOE.

C) **Global Positioning System**

The successful VENDOR will be required to provide and maintain the following equipment and installation on all buses by July 1, 2023 for use on this contract.

VENDOR will be required to maintain, install, or purchase all hardware needed on all vehicles to maintain the GPS system. All hardware will be from the same vendor as already equipped on buses, or requested by TCOE. All software and/or ongoing subscriptions required to operate the GPS and/or monitoring hardware in the buses is the responsibility of the VENDOR.

D) VENDOR staff and drivers will daily utilize all the functions of the transportation software and tablets as directed by the TCOE Transportation Supervisor. Vendor and staff will attend trainings on the devices and software as provided by TCOE.

**18. Student Transportation Requests**

TCOE shall provide the VENDOR in written form or electronic requests for student transportation services. Said transportation requests shall be delivered to VENDOR via fax transmittal, Email, or equivalent. All transportation requests received by the VENDOR'S office by noon (12:00 PM) will be data processed that day and will receive that day's arrival date. All transportation requests received after noon (12:00 PM) will be data processed on the next business day. All transportation requests will be prioritized and processed in conjunction with the following requirements:

A) Changes that do not require a route or school change. = **Fast Track** (one business day)

B) Changes that do require a route or school change. = **Regular Track** (two business days)

C) Changes that are out of the ordinary require bus routing changes, or buses that are too full to accommodate the change. = **Custom Track** (three business days)

D) Changes that are unusual which would require the addition of buses or the creation of new routes, TCOE will be advised and asked for direction in these matters. = **Unique Track** (five business days)

E) In the event that the VENDOR is requested to process a large number of transportation requests, VENDOR shall be given additional working days to process said

requests, providing that VENDOR is progressing in a reasonable fashion and to the satisfaction of TCOE.

**19. TCOE VENDOR Cooperation**

TCOE has designated the TCOE Transportation Supervisor to communicate service, safety, and cost-effectiveness concerns to the VENDOR's designee, positive as well as negative. The TCOE Transportation Supervisor and the VENDOR'S designee shall establish the following guidelines for contacts and cooperation:

- A) Establish a directory of personnel in each organization to contact for every type of communication.
- B) Establish procedures for all communications to be confirmed in writing by all parties.
- C) Establish a specific process for handling fieldwork in order to effectively prevent problems and, if they arise, to settle them as quickly and as closely to the source of the problem as possible.
- D) Establish procedures for settlement of disputes involving routes, schedules, behavior problems, public relations, and other operational problems that may arise.
- E) Establish such written guidelines which may be required to assure effective communications and cooperation between the TCOE and the VENDOR at all times.

**20. Location of Facility**

The VENDOR, while performing the requirements for transportation specified for TCOE, shall operate from a facility or facilities located within or in convenient proximity to TCOE, which will be determined as Tulare County, CA. Additionally, the VENDOR may be required to establish a satellite facilities in any locations in other areas of the county to reduce overall transportation cost.

**21. Facility**

The VENDOR shall describe their proposed office, vehicle maintenance and storage facilities and their location and provide a sample layout indicating size and location of spaces used for dispatching, drivers break, training, administrative and maintenance functions.

**22. Number of Buses**

The VENDOR shall be required during the first day of the term of this Agreement to provide a minimum number of buses to meet the requirements of the contract. These vehicles shall serve the purpose of providing daily route transportation as fully described within this Agreement. For the TCOE In addition to the regular route buses, the VENDOR shall be responsible to maintain a spare bus fleet of 6 buses, three (3) buses for 10-12 walk-ons and 4-6 wheelchairs with wheelchair lift; and 3 buses for 16-18 walk- ons to be used as replacements for route buses when necessary. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.

**23. Minimum Vehicle Specifications**

**TCOE**

- A) 16-18 passenger capacity (Ambulatory)
- B) 4-6 wheelchair passenger capacity (Wheelchair lift equipped)
- C) Individual seat belts
- D) Electro-hydraulic wheelchair lift
- E) Front and rear air conditioning (temperatures not to exceed 75 degrees)
- F) Tinted windows
- G) 72" of interior head room(minimum)
- H) New buses, equipped with digital video (three camera system)
- I) All buses to be equipped with GPS

**24. Unscheduled School Closing**

TCOE shall not be obligated to accept or pay for any services of the VENDOR on those days when the schools of TCOE are closed to insure the health or safety of the pupils or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by Local Education Agency within TCOE. TCOE shall notify the VENDOR of cancelled bus trips not less than two (2) hours prior to the first scheduled pick up per trip. If TCOE fails to give the VENDOR two (2) hours notification of cancelled trips, TCOE shall pay the VENDOR a cancellation fee not to exceed the minimum call out charge from the Proposal Form.

**25. Force Majeure**

The Parties to the Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lock-out, 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 satisfactorily established that the non-performance is not due to fault or neglect of the party not performing.

**26. Collective Bargaining**

Prior to commencement of services under this contract the parties hereto shall formulate a plan for continuing transportation services to students during a work stoppage or labor dispute that would disrupt transportation services to TCOE and said plan shall be a part of any labor agreement between the VENDOR and the VENDOR'S employees.

Whenever the VENDOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the VENDOR shall immediately give notice thereof including all relevant information with respect thereto to TCOE. Ninety (90) days prior to the opening of school during each school year the VENDOR shall provide TCOE with a report on the current status of the VENDOR'S employer-employee relations

**27. Severability Clause**

The VENDOR and TCOE agree that in the event any provisions specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

**28. Cancellation**

All terms, conditions and covenants of this Agreement are considered material and in the event the VENDOR breaches or defaults in the performance of any such terms, conditions or covenants which are to be kept, done or performed by it, TCOE shall give a ninety (90) day written notice either by mail or by personal service, setting forth such breach or default; then TCOE, without further notice, may cancel this Agreement and have the right of recovery of attorney fees and cost incurred as a result of any breach or default terms, conditions, and covenants of this Agreement. The VENDOR shall not be deemed in default of any provisions of this Agreement in the event of interruption or diminution of service, if said condition is the result of flood, fire, earthquake, storm, war or commandeering of materials, products, plants, or facilities by the Government or similar causes beyond the control of the VENDOR and which renders performance impossible.

Should TCOE determine that it will provide its own transportation services upon the expiration of this Agreement, or any extension thereof, TCOE shall so notify the VENDOR at least one hundred twenty (120) calendar days prior to termination of this Contract. In the event of termination of Contract, or TCOE determining to provide its own transportation or to join some form of consortium, TCOE may buy, or lease, and the VENDOR agrees to sell, or lease, to TCOE any, or all, of the accessory equipment; i.e., two-way radios, two-way radio monitors, GPS and related hardware and software, monitors, P/A systems, etc., that are then being used in direct application of this Contract, at a fair market price, to be determined by mutual agreement. Should a mutually agreeable price fail to be established by the parties hereto, it is agreed that the price shall be set by an independent appraiser and/or arbitrator that will be chosen by TCOE.

#### **29. Failure to Comply**

Should the VENDOR fail to comply with any of the terms or conditions set forth in the Agreement, or should TCOE determine that the VENDOR is in any other way unfit, unqualified, or unable to perform the transportation needs of TCOE then and in that event with a ninety (90) day written notice to the VENDOR this Agreement may be terminated. Any expense incurred by TCOE as a result of the VENDOR'S failure to perform in accordance with the terms of this Agreement shall be deducted from the payments stipulated herein. The right to terminate shall be in addition to any other legal remedy of TCOE because of breach of contract by the VENDOR. Further, VENDOR agrees to reimburse TCOE for all legal fees and expenses resulting from a legitimate claim or claims being filed by TCOE to enforce their rights pursuant to the provisions of this Agreement.

#### **30. Notice of Deficiency**

TCOE may issue a Notice of Deficiency to the VENDOR, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. VENDOR shall correct the deficiency within thirty (30) days after receiving such notice or as otherwise agreed or extended by TCOE.

#### **31. Liquidated Damages/Missed Service Penalty**

It is agreed by the VENDOR and TCOE that should the VENDOR fail to provide services as agreed to in this Contract TCOE shall be damaged. Due to the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to TCOE.

Therefore, if the VENDOR fails to provide any portion of the service required under the terms of

this Agreement, liquidated damage charges shall be assessed against the VENDOR according to the following:

A) For each unit failing to provide required service, the basic cost of the trip shall be assessed against the VENDOR in accordance with the following formula: Number of trips missed multiplied by the applicable average daily transportation cost.

B) For purposes of assessing damages under this section, any trips which are fifteen (15) minutes beyond the ten (10) minute window as per TCOE schedule, shall be considered a missed trip.

C) For each student not transported during his/her regular route due to the negligence of the VENDOR, the VENDOR shall be assessed the amount of Thirty Dollars (\$30.00) and shall bear the responsibility and cost of sending another bus to transport that student. In addition to the reduction of the base costs, liquidated damages in the amount of \$30.00 shall be assessed against the VENDOR for any student dropped after fifteen (15) minutes beyond the ten (10) minute window as per TCOE schedule. In accordance with this section, no bus route shall be assessed more than One Hundred Fifty dollars (\$150.00) per day in addition to the reduction of basic costs.

D) Failure of the VENDOR to notify the TCOE within one (1) hour of a school bus accident and/or upon notification of any incident in which a child may have sustained injury, will result in an assessment of liquidated damages of One Hundred Dollars (\$100.00).

E) Failure of the VENDOR to provide the appropriate equipment required for each bus, including but not limited to two-way radios, GPS, digital video, wheelchair tie downs, safety vests, child restraint system for preschoolers, fire extinguishers, etc., shall result in the assessment of liquidated damages of Twenty-five Dollars (\$25.00) per bus per day and continuing at said rate for so long as the VENDOR fails to provide such equipment.

F) Failure to provide requested video within the required timeframe as stated in section 17, part B will be cause for damages assessed at Fifty Dollars (\$50) per day until footage is provided. If Vendor is unable to provide footage, liquidated damages will be assessed at Two Hundred Dollars (\$250) each occurrence.

G) The sum of assessments for a given month shall be deducted by TCOE in the payment to the VENDOR for that month. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the VENDOR, as determined by the TCOE Transportation Supervisor.

H) Assessments of such deductions by TCOE shall in no way relieve the VENDOR of its obligation to provide spare buses and drivers sufficient to cover all interruptions in service to TCOE due to failure of equipment or lack of personnel.

### **32. Assignment**

The services contemplated by TCOE are deemed to be in the nature of personal services and the Contract shall not be assigned by the successful Applicant without prior written consent of TCOE. Nor is the Vendor granted the right to assign the funds to be received under the Contract, without prior written consent of TCOE.

### **33. Independent Vendor**

It is agreed and understood by the parties hereto that the VENDOR, its agents and employees, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent Vendor and is not an officer, agent or employee of the COUNTY SUPERINTENDENT or TCOE.

**34. Minimum Staffing by Vendor**

To insure to TCOE responsible service for transportation activities, the VENDOR shall provide a complete and effective management, supervisory, mechanical, and driving staff consisting of staffing necessary to perform the following functions:

- A) Direct, timely communication with TCOE on all matters concerning the implementation and operation of the Contract.
- B) Dispatching and controlling routes and schedule implementation, as instructed by TCOE.
- C) Direct supervision for the drivers. Lead drivers may also drive regular runs.
- D) Provide adequate driving staff to accommodate all requested routes.
- E) Training VENDOR drivers both in the classroom and behind the wheel, as required by law and practical operating procedures.
- F) Ensuring the safety and mechanical condition of the VENDOR'S buses. Must establish and maintain a complete and effective preventative maintenance program with complete and accurate maintenance and cost records on each bus, which will be available for inspection at all times.

**35. Vendor Records and Reports**

VENDOR agrees to provide TCOE with periodic reports as generated to the Transportation Supervisors including, but not limited to, the following:

- A) Weekly report on all late or missed trips, with cause of problem and corrective action taken.
- B) Weekly route information/student seating charts.
- C) Notification of hazards, problems or obstacles observed by VENDOR personnel along accepted routes and schedules.
- D) Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on VENDOR buses.
- E) Monthly report of buses receiving preventative maintenance services.
- F) Monthly report of buses receiving warranty repairs by classification.
- G) Monthly report of buses receiving major repairs by classification.
- H) Access to accurate and detailed bus operational cost records, including fuel, oils, greases,

tires and outside repairs.

- I) Monthly summary report of trips other than regular, showing bus number, school, elapsed time, mileage, TCOE authorization number and TCOE cost.
- J) In the event of accident, serious injury or death, the VENDOR will notify the Transportation Supervisors within one (1) hour. Copies of all accident reports shall be given by the VENDOR to Transportation Supervisor within twenty-four (24) hours of the accident.
- K) Any documentation required by TCOE to submit for medical reimbursement.

### **36. TCOE Information to Vendor**

TCOE will provide the VENDOR with the following information:

- A) Bus pupil load information and bus scheduling, as set forth in Section 18, TCOE will provide subsequent bus stop, route and schedule change requests.
- B) TCOE will provide VENDOR with an estimate of other than regularly scheduled trips which will require service after 5:00 p.m., in order for VENDOR to prepare for adequate staffing in addition to that required by the regularly scheduled after 5:00 p.m. routes and/or trips.
- C) TCOE will provide VENDOR with written notice of unsatisfactory service on any route and schedule. VENDOR will investigate and reply to TCOE with an email and or fax report within twenty-four (24) hours, with a written report to follow within five (5) days stating cause of problem and steps taken to correct it.

### **37. Operational Procedures**

- A) TCOE will prepare student lists for bus routes. The lists will be in the preferred pick-up order. The VENDOR is to return corrected route sheets or email requested changes with route directions and requests for any changes in the pickup order that they deem appropriate due to traffic flow or pick up point location. Prior to making any changes to the order or route directions, the VENDOR must have TCOE'S approval. For the TCOE the VENDOR will communicate the changes to the Transportation Supervisor to update the routing software system.
- B) If for any reason a route is not driven as represented in the route sheets or software, TCOE will be notified prior to transporting any students. This will be logged by the VENDOR and the reason for the change will be recorded. Reporting a change to TCOE does not make the adjustment an approved change.
- C) A ten (10) minute window is used to maintain consistency of arriving at bus stops in the morning and afternoon. If a bus is more than fifteen (15) minutes early or late it is expected that the driver notify the VENDOR's office. This information will be logged and reported to TCOE.
  - 1. If a bus is early the driver is expected to wait until the schedule drop off time before departing the stop. This applies on the way to school and on the way home

from school. In all cases the incident will be logged and reported to TCOE.

2. When a bus is late on the way to school or on the way home, it is expected that the School or Parent will be notified by the VENDOR if the bus is running more than fifteen (15) minutes behind schedule. In all cases the incident will be logged and reported to TCOE.
  3. No pressure is to be put on a school or parent to load or receive students prior to the scheduled loading or unloading times.
- D) Buses must wait three (3) minutes beyond the scheduled home pick-up time before departing. Buses will wait a maximum of three (3) minutes past the scheduled pick-up time to ensure that the route stays on schedule.
  - E) All drivers training will be certified in writing and a copy of the hours and subjects taught will be provided to TCOE prior to the driver driving an TCOE route. This includes student management and special needs.
  - F) Training outlines and Safety meeting outlines, lesson plans, will be provided to TCOE prior to holding a training session or safety meeting. The intent of previewing the training or safety meetings is to verify that all needed training is taking place prior to drivers driving the students.
  - G) The VENDOR will maintain a monthly beginning and ending mileage list of all TCOE or designated TCOE buses and turn it in to TCOE within ten (10) days of the close of the month. A perpetual accident log will be required and will be turned in monthly with the mileage list.
  - H) If the VENDOR or VENDOR's employee is involved in an accident with a bus transporting TCOE students, they will within one (1) hour notify TCOE with the location, bus involved, other vehicle involved and any other pertinent information.
  - I) Within twenty-four (24) hours of a school bus accident or vehicle mishap, a full report will be turned in to TCOE for review. These incidents will be numerically numbered using the month as the base number and followed by the incident number in the month. Example; 07-01 would be the first incident in the month of July.
  - J) A CHP or Police report will be required on all incidents that cause damage to a TCOE bus and the VENDOR will provide a copy to TCOE within ten (10) days of all incidents.
  - K) Pictures of all incidents causing damage will be made available and a complete set of the pictures will be provided to TCOE.
  - L) Under no circumstance will the VENDOR or VENDOR personnel take a change of address from a parent, guardian or teacher. If approached the VENDOR or VENDOR'S personnel will refer the parent, guardian or teacher to the appropriate program transportation contact for TCOE.
  - M) No special drop off times or arrangements will be made between the VENDOR or VENDOR personnel and a parent, guardian or teacher. Special needs will be requested through the appropriate program transportation contact.



- N) Drivers will not change routes after the first day of school without the expressed permission of TCOE. The Vendor will not enter into any contract allowing drivers to bid, bump or change routes during the school year. All requests for a driver to change to a different route must be reviewed with TCOE prior to it happening and TCOE must agree to the need for a change.
- O) The VENDOR or VENDOR'S employee is required to promptly turn in any student behavior incident report in writing within twenty-four (24) hours of the incident.
- P) The VENDOR or VENDOR's employee will report any student injury within one (1) hour to TCOE and provide a follow up written report within twenty-four (24) hours of the incident.
- Q) Weekly the VENDOR or VENDOR'S employee will meet and review all incidents involving TCOE routes for the prior week.
- R) Route sheets or tablets will be carried on all buses while transporting students.
- S) VENDOR will provide a general safety and input meeting annually and require all drivers of TCOE routes to be in attendance. TCOE will assist in the facilitation of this meeting. Additional meetings will be held as needed.

### **38. Fingerprinting**

This contract is subject to the provisions of AB 2102, Education Code Section 45125.1, and any subsequent amendments. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.

VENDOR shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

VENDOR shall provide the TCOE with a list of names of employees who may come in contact with students and must certify in writing to the TCOE that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. TCOE may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this agreement.

### **39. Drug Testing**

Vendor shall comply with all provisions of the Federal Omnibus Transportation Testing Act of 1991 (see 49 U.S.C., Section 2717, 49 C.F.R., Section 40 et. Seq., 49 C.F.R., Section 382 et. Seq.).

### **40. Adjustment to Rates**

The rate for service as specified in the Agreement shall be subject to increase or decrease once each year, commencing July 1, 2024 and on July 1<sup>st</sup> each year thereafter. The rate shall change in accordance with the percentage of change that occurs in the local, actual cost of

living adjustment (COLA) received or (deducted) from funds from the State designated for Special Education.

**41. Fuel Charges**

TCOE shall reimburse VENDOR for VENDOR'S actual costs of fuel in connection with the transportation services provided to TCOE by VENDOR in accordance with the following:

- A) Actual miles traveled each month shall be divided by 7.4 = Gallons Used
- B) Multiply Gallons Used by average cost per gallon (avg. cost per gallon will be determined by VENDOR'S actual fuel bill related to TCOE use only, provided to TCOE monthly)

**42. Billing/Payments**

- A) All payments will be made based on the Mileage and GPS data received on a weekly basis. All route charges will be assessed daily on actual miles traveled or base miles, whichever is less. During the month, on a daily basis, the VENDOR will be required to document a daily log to substantiate any charge that is in excess of the Daily Base Route Mileage.
- B) Payments will be made to the VENDOR monthly in arrears.
- C) VENDOR will submit monthly invoices to TCOE on or before the 10th of each month.
- D) VENDOR will invoice Mileage and Fuel separately.
- E) Liquidated damages will be subtracted from invoices.

**43. Dispute Resolution Process**

Any claim related to allowable/non-allowable additional mile charges, other charges, liquidated damages, or other grievance by the Vendor shall be communicated in the following manner:

- A) VENDOR shall submit their claim in writing to TCOE within (14) fourteen calendar days of the event resulting in the request for approval of excess mileage charges, exemption to liquidated damage charges, or other grievances related to this Contract. If the Vendor and TCOE are unable to agree upon the correct mileage, or other charge, the liquidated damage amount, or the proper resolution to any other grievance. The Vendor may continue to step two, below.
- B) VENDOR may notify the TCOE Assistant Superintendent of Special Services (or his/her designee) in writing within (21) calendar days of the event resulting in VENDOR's request to schedule a TCOE staff hearing to review the dispute. Such notification shall set forth, in detail, all grounds for the VENDOR'S dispute, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the dispute; any matters not set forth in the written dispute shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. A Hearing will be scheduled within (20) twenty business days of the Assistant Superintendent receiving the written dispute. All decisions from hearing are

final. In the event that any such legal or equitable proceedings are instituted and the TCOE is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

**44. Only TCOE Students**

VENDOR agrees that TCOE owned buses will not be used to provide services to anyone other than TCOE without the express written permission of TCOE.

**45. Implementation of Service**

The successful VENDOR, within 30 days after award of Contract, shall furnish TCOE with a time line schedule detailing the following:

- A) Acquisition of facilities
- B) Hiring of supervisory personnel
- C) VENDOR field service personnel assignments

**46. Addenda and Amendments**

The parties hereto recognize that certain Addenda and amendments to the Request or Proposal and Proposal Form, may be required and that such modifications may be made in letter form, the same to have the full force and effect as though contained in the original documents. Receipt of each Addendum is to be acknowledged on Proposal form and such will be recognized at time of Proposal opening.

**(All Proceeding pages must be included with bid)**

[END OF SECTION]

**PROPOSAL FORM**  
**PROPOSAL FOR PUPIL TRANSPORTATION SERVICES FOR A 60 MONTH TERM**

Attention: \_\_\_\_\_

This Proposal is submitted by:

\_\_\_\_\_  
\_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

The undersigned, as VENDOR, declares that the only person(s) interested in this proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that this Applicant has received and has carefully examined the proposed contract and other documents on file with and available from the TCOE specified in this Request for Proposal. Applicant proposes and agrees, if this Proposal is accepted, to enter into said contract with TCOE which contract and its terms are understood by VENDOR.

Applicant agrees, upon receipt of properly certified orders, to furnish all required bus transportation as determined by pupil location lists provided by TCOE for trips to and from school, field trips, and for any other use authorized by TCOE to further the policies of TCOE at the prices herein.

Applicant agrees to furnish the Performance Guarantee in accordance with Item 7, as set forth in the Request for Proposal.

It is understood and agreed by the VENDOR that should their Proposal be accepted and an award made to them, and VENDOR fails or refuses to furnish corporate Performance Guarantee bond and other submittals required of this Proposal within ten (10) days after receiving notice from the TCOE, or fails or refuses to properly execute the Contract and furnish insurance required, the Superintendent may, at his/her option, determine that this VENDOR has abandoned his proposal and award the contract to another Applicant. Thereupon, the award of said contract to this Applicant shall be null and void and the security, consisting of the certified check of Bid Bond accompanying their Proposal, shall be deposited with the Superintendent for collection and the proceeds thereof shall be retained by the Superintendent as liquidated damages resulting from failure of such VENDOR to properly execute the contract, file the required Performance Surety Bond and furnish required insurance.

The successful Applicant will be required to furnish evidence of insurance in a form and with companies acceptable to the Superintendent. As detailed in the Request for Proposal, the minimum liability limits shall be TEN MILLION dollars (\$10,000,000) covering Personal Injuries, Wrongful Death, and Claims for Property Damage and The Merced County Office of Education, its governing board, officers, administrators, agents, and employees will be named as additional insureds.

If the Proposal is made by an individual, it shall be signed by him and if he is doing business under a fictitious name, the Proposal shall so state. If the Proposal is made by a co-partnership, the full names and addresses of the co-partner shall be stated and the Proposal shall be signed for all members by one or more members thereof. If the Proposal is made by a corporation, it shall be signed in the corporate name by authorized officer, the corporate resolution authorizing said officer to execute the Proposal shall be attached thereto and corporate seal affixed. If the Proposal is made by joint venture, the full names and addresses of all members of the joint venture shall be stated and the proposal shall be signed by each venture.

Any exceptions or qualifications by the Applicant must be submitted on an attached sheet. Applicant acknowledges that he/she has read the Proposal specifications, completed the Questionnaire and read the definition of terms and method of computation for the Proposals.

**\*\*DO NOT MODIFY OR LIST EXCEPTIONS ON THIS FORM\*\***

**A. PROPOSED BUS BASE RATES**

(All VENDORS must complete entire section)

Cost per Mile

**Bus and Driver (70 routes)**

\_\_\_\_\_

**Bus, Driver and Monitor (70 routes)**

\_\_\_\_\_

**B. SPECIAL ACTIVITY TRIPS**

(All VENDORS must complete entire section)

Cost per Mile

**Bus and Driver (70 routes)**

\_\_\_\_\_

**Bus, Driver and Monitor (70 routes)**

\_\_\_\_\_

\*This rate will only apply for all miles driven during the route tracking from route origination to route final destination (Gate to Gate). All routes will be calculated at a base mileage from mapping software to determine daily base miles. Routes running less than base miles will be paid at actual miles. Routes running over base miles will be paid at base miles unless VENDOR can substantiate a reasonable cause for excess miles. Billable miles will be downloaded from the GPS system daily.

\*Minimum required spare buses for this Contract are: 1) for TCOE the VENDOR shall be responsible to maintain a fleet of six (6) spare buses consisting of three (3) walk-ons for 10-12 students and four (4) wheelchairs and three (3) buses with 16-18 walk-ons; and 2) for. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.

DATE: \_\_\_\_\_

VENDOR: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(Must be signed and included with bid)**

**\*\*DO NOT MODIFY OR LIST EXCEPTIONS ON THIS FORM\*\***

**DEFINITION OF TERMS AND METHODS OF COMPUTATION FOR PROPOSAL FORM**

1. BASE RATE MILEAGE

This term means the maximum daily billable miles for each route operated unless approved exception submitted by Vendor. Miles of use are to be considered as consecutive for billing purposes, even though the bus schedules may call for split shifts consisting of one or more trips per bus in the morning and one or more trips per bus in the afternoon.

For the purpose of the Proposal, all miles are to be computed from scheduled routes, beginning at VENDOR'S yard gate at beginning of route and ending at VENDOR'S yard gate at the end of the route.

2. SPECIAL ACTIVITY TRIP

These terms define trips requested by TCOE in addition to the regular bus schedule covered by the Base Rates in Mileage.

Mileage computation for trips under this heading are computed from VENDOR'S yard gate at beginning of trip to VENDOR'S yard gate at end of trip. This would also apply to evening, holiday, weekend or any other non-school day where service is requested in writing by TCOE.

For any trip under this heading where the bus is not required to return to the VENDOR'S yard, either before or after the trip, the rate will be pre-negotiated between the VENDOR and TCOE.

3. ASSIGNMENT OF BASE RATES MILEAGE

Upon completion of bus schedules and route, the representatives of TCOE and the VENDOR will meet to assign the Base Rate Mileage to each bus schedule.

This Base Rate Mileage will be the charge for each bus schedule for the first two (2) weeks of school, regardless of any changes that may be required during that period for any bus schedule.

In the third week of school, the VENDOR will review each bus schedule with TCOE and any adjustment in Base Rate Mileage for any bus schedule will be made at that time.

Thereafter, no charge in assignment of Base Rate Mileage for excessive miles, for any schedule can be made by the VENDOR without approval by TCOE.

[END OF SECTION]

## **OFFER TO PROVIDE TRANSPORTATION SERVICES**

The undersigned hereby proposes, offers and agrees, if this offer is accepted within one hundred twenty (120) days, to enter into a Contract with the Tulare County Office of Education, for furnishing the following services, in strict accordance with the Request for Proposal, Proposal Form and Addenda, at the rate schedule set forth in the Proposal Form. The undersigned authorized representatives (**two person minimum**) of the VENDOR hereby certify that they are authorized agents to sign on behalf of the company.

This form is an exact duplicate (verbatim) of the forms provided by TCOE. In the event a conflict should exist, the language in the TCOE bid forms will prevail.

### **REQUIRED SIGNATURES:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

**(Must be signed and included with bid)**



## VENDOR QUESTIONNAIRE

### (APPENDIX "A" to PROPOSAL)

For FURNISHING TRANSPORTATION SERVICE FOR PUPILS AND PERSONNEL FOR THE  
Tulare County Office of Education

TO THE VENDOR:

The following questionnaire is a part of the Proposal. The information provided herein will be used for evaluating the qualifications of the VENDOR and his/her organization to carry out satisfactorily the terms of the Contract. The questionnaire must be filled out accurately and completely and submitted with the proposal. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any subsequent agreement executed as a result of the Proposal or Proposals involved.

#### A. DESCRIPTION OF VENDOR'S ORGANIZATION

1. Firm Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. Fax Number: \_\_\_\_\_
5. Email: \_\_\_\_\_

#### B. TYPE OF ORGANIZATION

1. Corporation      Yes\_\_\_      No\_\_\_

If Corporation, list officers and positions, and state in which it is Incorporated.

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If VENDOR Corporation is a subsidiary, give name and address of Parent Corporation.

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2. Partnership: Yes\_\_\_ No\_\_\_

List partner's names and residence addresses.

General Partners \_\_\_\_\_

\_\_\_\_\_

Limited Partners \_\_\_\_\_

\_\_\_\_\_

3. Individual Proprietorship: Yes\_\_\_ No\_\_\_

List proprietor's name and residence addresses.

\_\_\_\_\_

\_\_\_\_\_

### C. NATURE OF OPERATIONS

1. Is your firm currently engaged in transportation of passengers?

Yes\_\_\_ No\_\_\_

2. In what area or city?

3. Is this operation full-time, regularly scheduled, or part-time? (Describe briefly)

4. Describe any transportation permit (City or State) under which you operate.

5. Have you now contracts with, or have you ever contracted to provide school bus service to, any school district in the State of California, or any other state;

Yes\_\_\_ No\_\_\_

If "Yes" list names and locations of Districts and number of buses involved. Also give dates of contract period. (If you are now engaged in such a contract service, list prior contracts at your discretion.)

\_\_\_\_\_

\_\_\_\_\_

If "Yes" state the number of years you have been engaged in such public school transportation service.

\_\_\_\_\_

\_\_\_\_\_

6. Vehicle Data: List motor vehicles owned by you, giving make of chassis, make of body, type, model, capacity, GVW and year manufactured.

Buses – School (Approved for California School use)

D. ADDITIONAL INFORMATION ON APPLICANT

1. Does your firm engage in business other than transportation?

Yes\_\_\_ No\_\_\_

2. Give the name or names of any and all persons employed in an advisory capacity and brief resume of their experience. (Can provide attachment)

3. State which of these persons mentioned in number 2 (above) is a full-time employee or a part-time employee. If part-time, indicate the percentage of their time that will be devoted to the business. (List on attachment as mentioned in number 2 (above).)

E. DRIVER PERSONNEL

1. Number of drivers now in your regular employ:

a) School Bus (In public school service): \_\_\_\_\_

b) Other bus: \_\_\_\_\_  
\_\_\_\_\_

2. Driver Selection Procedures

a) What Procedure do you have to secure data on Applicants?

b) Do you use any personal interview procedures?

Yes\_\_\_ No\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_

c) Do you make a reference check on driver applicants?

Yes\_\_\_ No\_\_\_

d) Do you use any personnel qualifications and driver test procedures?

Yes\_\_\_ No\_\_\_

Describe procedure briefly:

\_\_\_\_\_

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3. Give name and titles of persons responsible for your driver personnel program.

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4. Driver Training

a) Do you have a driver training program in your present operation?

Yes\_\_\_\_ No\_\_\_\_

b) Give names and titles of persons assigned to the program and their experience.

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c) How often are safety meetings held?

5. If you are the successful Applicant, do you plan to regularly drive one of the School buses yourself?

Yes\_\_\_\_ No\_\_\_\_

F. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

1. Give the address of, and describe briefly, your garage, maintenance and service facilities which you propose to use in the event you should be a successful Applicant.

2. Give the name, title, and experience of the person who will be responsible for this activity.

3. Do you have a formal, schedule Preventive Maintenance Program for your vehicle fleet?

Yes\_\_\_\_ No\_\_\_\_

Describe procedure briefly: \_

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4. Do you require regular written reports from your drivers on condition of vehicle?

Yes\_\_\_\_ No\_\_\_\_

Describe briefly or attach a copy of form used by Vendor:

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5. Do you maintain records of, and evaluate, road failures?

Yes\_\_\_ No\_\_\_

6. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

Yes\_\_\_ No\_\_\_

Describe briefly:

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7. What is your company's current California Highway Patrol Fleet Rating?

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8. In the past five years, including current, have you had an Unsatisfactory or Conditional Terminal Rating?

Yes\_\_\_ No\_\_\_

9. If yes, how many?\_\_\_\_\_

Please provide a copy of the CHP 343 form for each Unsatisfactory Inspection.

G. SAFETY PROGRAM AND ACTIVITIES

1. Do you have an established, continuing Safety Program?

Yes\_\_\_ No\_\_\_

If yes, provide proof of program.

2. Give the name, title and experience of the person or persons charged with the responsibility for this program.

3. How frequently do you require documented safety meetings to be held for driving staff in the course of a year?

4. How frequently do you require documented bus safety inspections (internal, not CHP) be made by the safety officer or manager during the course of a year?

5. How many school bus accidents has your firm experienced in the past 3 years?

H. INSURANCE DATA

1. If your Proposal is considered for award, will you request and authorize your insurance carriers of the prior three years to furnish in writing, your accident loss ratio, and workers' compensation loss ratio?

Yes\_\_\_ No\_\_\_

2. List your firm's Experience Modification Rating (EMR) (California Worker's Compensation Insurance) for the current and 3 prior premium years:

Current Year: \_\_\_\_\_

Prior Year: \_\_\_\_\_

Prior Year #2: \_\_\_\_\_

Prior Year #3: \_\_\_\_\_

3. List your firm's Accident Loss Ratio (accidents per 100 million miles driven) for the current and 3 prior premium years:

Current Year: \_\_\_\_\_

Prior Year: \_\_\_\_\_

Prior Year #2: \_\_\_\_\_

Prior Year #3: \_\_\_\_\_

I. FINANCIAL AND CREDIT DATA

1. If your proposal is considered for award, and if requested by TCOE will you supply the following data:

Yes\_\_\_ No\_\_\_

a) Names and addresses of any banks where you regularly do business?

b) The names and addresses of any bank, financial companies, dealers, suppliers, or others where you have notes or contracts payable?

c) Give Credit references, including at least three trade or industry suppliers with whom you regularly deal?

d) If any of the business endeavors referred to in question (d.) above is no longer operating, or you are no longer associated with them, please give brief details.

2. As in number 1 (above), would you submit upon request a Balance Sheet for the most recent two (2) years?

Yes\_\_\_\_ No\_\_\_\_

DATE:\_\_\_\_\_

VENDOR:\_\_\_\_\_

By:\_\_\_\_\_

Signature:\_\_\_\_\_

**(Must be signed and included with bid)**

[END OF SECTION]

**AGREEMENT  
(APPENDIX "B" to PROPOSAL)**

**Tulare County Office of Education**

6200 S. Mooney Blvd.

Visalia, CA 93277 (559)733-6600

**STUDENT TRANSPORTATION SERVICES AGREEMENT**

**THIS CONTRACT** made and entered into this March 23, **2023** by and between , hereinafter **VENDOR** and the **Tulare County Superintendent of Schools**, hereinafter **TCOE**. WITNESSETH;

The parties do hereby contract and agree as follows:

1. The VENDOR shall furnish transportation services to the TCOE for the rates specified in Bid #23.01 Tulare County Office of Education Transportation Services with a contract price of:

**Base Bus Rate**

Bus and Driver (70 routes) \$\_\_\_\_\_ per mile

Bus, Driver and Monitor (70 routes) \$\_\_\_\_\_ per mile

**Special Activity Trips**

Bus and Driver (70 routes) \$\_\_\_\_\_ per mile

Bus, Driver and Monitor (70 routes) \$\_\_\_\_\_ per mile

2. The term of this contract shall begin July 1, 2023, and will terminate on June 30, 2028.
3. The VENDOR shall not commence work until proof of insurance and all other deliverables required by this Agreement have been submitted to the TCOE and said insurance has been approved by the TCOE.
4. Payment Schedule - Payment for Services shall be made upon submission of monthly statements and the TCOE's written approval of the work (which said approval shall not be unreasonably withheld).
5. Approvals for payment shall be authorized by a responsible administrator of the TCOE.
6. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Request for Proposal. All requirements of the *Bid Proposal Packet*. All certifications and affidavits. Workers' Compensation Endorsement. TCOE Purchase Order. Surety Bonds. Insurance Forms. Applicant Questionnaire. All addenda. All required with Bid Proposal.



7. The VENDOR shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current, generally-accepted practices for an educational institution.
8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract,

**\*\*DO NOT MODIFY OR LIST EXCEPTIONS ON THIS AGREEMENT\*\***

**NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, TCOE requires your federal tax identification number or Social Security Number, whichever is applicable.**

**TYPE OF BUSINESS ENTITY**

\_\_\_\_\_ Individual  
\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Other

**TAX IDENTIFICATION**

Social Security Number: \_\_\_\_\_

**Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.**

**VENDOR**

**Tulare County Superintendent of Schools**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tim A. Hire  
Superintendent of Schools

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**(Must be signed and included with bid)**



## **WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees,... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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Name of Contractor

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Signature

---

Print Name

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Date

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

**(Must be signed and included with bid)**

## NONCOLLUSION DECLARATION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: \_\_\_\_\_

Contract for: \_\_\_\_\_

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**(Must be signed and included with bid)**

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**(Must be signed and included with bid)**

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
(Education Code Section 45125.2(a))

*Note: This document must be executed and submitted with the bid.*

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
  - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(Must be signed and included with bid)**

## **ATTACHMENT**

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.

- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of



the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision

