



San Ramon Valley Unified School District

REQUEST FOR BID

RFB #782

**PASSENGER VEHICLE PUPIL TRANSPORTATION SERVICES for SPECIAL
EDUCATION STUDENTS**

For: Transportation Department

Bids must be received no later than:

**TUESDAY, May 8, 2018 @ 3:00 PM (Pacific Time)
&
NO MINUTES, NO SECONDS**

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

www.SRVUSD.NET

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SCHEDULE and FORMS (must be returned along with the Bid Form):	
A – Reference	
B – Fingerprint Certification	
B.1 – Megan’s Law & Tuberculosis Certification	
C – Survey – Qualification and Questionnaire	
C.1 – Driver and Equipment List	
C.2 – Debarment Notice	
C.3 – Local Law Enforcement Inspection Report	
D – Acknowledgment of Addenda	
E – Non-Collusion	
F – Worker’s Compensation Certificate	
G- Designation of Subcontractors	
H – Proof of Insurance	
I – State Operator’s License	

Additional Exhibits:

- District Boundary Map
- Provision for Purchase of Work and Services

NOTE: The Table of Contents is to be made a part of the above referenced bid.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 OLD ORCHARD DRIVE
DANVILLE, CA 94526**

NOTICE TO BIDDERS

RFB #782

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

**PASSENGER VEHICLE PUPIL TRANSPORTATION SERVICES for SPECIAL EDUCATION STUDENTS
FOR
TRANSPORTATION DEPARTMENT**

Each bid must be sealed, marked with the RFB #782 and titled "PASSENGER VEHICLE PUPIL TRANSPORTATION SERVICES for SPECIAL EDUCATION STUDENTS" and returned no later than:

3:00 pm (Pacific Time) and no minutes, no seconds on TUESDAY, MAY 8, 2018

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

PRE-BID CONFERENCE: A bidder's conference will be held on Tuesday, April 24, 2018 @ 11:00 a.m. at Service Center (Maintenance Conference Room), 3280 Crow Canyon Rd, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged to attend this conference to address any questions or clarifications.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than April 27, 2018 @ 11:00 am (Pacific Time).

Jasmine R. Gacusan, CPPO
Director of Purchasing, Duplicating and Warehouse
Publish Dates: April 10 & 17, 2018

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) covers an 18 square mile area, encompassing the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities in east San Ramon) as well as a small portion of the cities of Walnut Creek and Pleasanton. The District is comprised of 36 schools serving more than 32,000 students in Transitional Kindergarten through Grade 12.

The District is governed by a Board of Education and complies with current government procurement practices. The District employs approximately 4,500 people, hiring 250-300 employees per year. With an annual operating budget of over \$337 million, SRVUSD receives more than \$17 million per year in parent/private donations, and approximately \$6.9 million per year from a local parcel tax.

The District Transportation Department also provides transportation services for non-public schools and county programs.

Facts and Figures

- 36 schools
- 22 elementary schools
- 8 middle schools
- 4 comprehensive high schools
- 1 continuation high school
- 1 independent study school

Additional information on SRVUSD can be found at: www.srvusd.net

CALENDAR OF EVENTS

Event	Date	
Public Notice	April 10 & 17, 2018	Daily Journal – San Ramon Valley Times
Bidder’s Conference	April 24, 2018 @ 11:00 am	Maintenance Conference Room
Questions/Clarification Deadline	April 27, 2018 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	Tuesday, May 8, 2018 @ 3:00 pm	Purchasing Conference Room
Evaluation Period	May 8 – 18, 2018	Purchasing & Transportation
Board Approval	June 12, 2018	District Office

DEFINITIONS

ASB – Apparent Successful Bidder

CONTRACT – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times referred to herein as the “Agreement” or as the “Master Purchase Agreement”.

DEADHEAD CHARGE/DEADHEADING – Is the movement of commercial vehicle in non-revenue mode for logistical reasons.

PROPOSAL - The term “Bid”, “proposal”, and “Quote”, are used interchangeably herein and refer to the bid submitted in response to this Request for Bid (RFB).

PURCHASE ORDER (PO) - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

REQUESTOR – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

RFB, RFP or RFQ are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

SELLER--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor” are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

SET – Exclusively defined as “Special Education Transportation”. “SET Provider”, “Vendor” and “Contractor” may be used interchangeably and are defined exclusively as those persons or entities who submit bids in response to this solicitation and/or who ultimately enter into a contract to provide the District’s SET services.

WORK - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

INSTRUCTIONS and CONDITIONS

BIDDERS RESPONSIBILITIES

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB #782.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the plans, instructions, specifications and/or drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within the required time frame.

Alternate or incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

INTENT

To provide transportation services to individuals or small groups (1 – 3) of special education student(s) to and from home and school, school to school, therapy or other service providers, vocational education, community-based instruction, and any other transportation necessary to accommodate the individualized educational needs of the District students eligible for special education and related services including the transportation of wheelchair-bound students and students with physical, mental or emotional disabilities. The District may contract with one or more Special Education Transportation (SET) provider for student transportation services. The District's Transportation Department also provides transportation services for non-public schools and county programs.

The successful SET provider will be required to supply vehicle and/or equipment, drivers, fuel, maintenance/repair, licensing, insurance, inspections, certifications that meet all Federal, State and District requirements.

PURCHASE ORDER VALIDITY AND TERM EXTENSION

The term of the contract which may be awarded pursuant to this RFB is for one (1) year beginning from July 1, 2018 through June 30, 2019. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District on a Master Purchase Agreement.

ESCALATION AND DE-ESCALATION

Unit prices must remain fixed for a period of one (1) year. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Vendor shall submit a written request for price adjustments at least sixty (60) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by the SRVUSD Purchasing Department and shall remain firm for the entire term of the renewal contract year. Products or services supplied pursuant of this contract shall be subject to market indicators causing fluctuation as indicated herein; (i.e. conditions brought about due to the industry's change or any applicable and verifiable data). Escalation and/or de-escalation shall be as set forth by the following provisions:

Price Reductions: If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than SRVUSD or its joiners for the same type of service or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for SRVUSD and its joiners in corresponding prices.

Price Increase: Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI-U) or Producer Price Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices or interpretations of purchase order terms without the express, *advance* concurrence and consent of the Purchasing Director of the District. CPI is defined as the "Transportation Services" of the "Commodity and service group" of the "Consumer Price Index for All Urban Consumer (CPI-U) U.S. City average" as published by the U.S. Department of Labor, Bureau of Labor Statistics for the April to April period immediately preceding the adjustment date. However, prices in effect at the time of booking will remain the same regardless of the date of the trip. Approved rate increases will be effective on July 1 for the fiscal year.

In the event price adjustments are inconsistent with market conditions and/or not accepted, the San Ramon Valley Unified School District may award the line item(s) originally awarded to a vendor to the next lowest bidder if that bidder agrees to hold their initial bid price for that line item, or may rebid.

The District reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Director of Purchasing.

PREPARATION OF BIDS

All bids must be prepared and submitted using only the bid schedule/pricing sheet, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

SUBMITTAL OF BIDS

Bid response may only be submitted to the office of the Director of Purchasing, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the

District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

DEADLINE FOR RECEIPT OF BID

Bid proposals must be filed at the office of the Purchasing Director located at 3280 Crow Canyon Road, San Ramon, CA 94583 no later than **TUESDAY, MAY 8, 2018 at 3:00 pm (Pacific Time) and no minutes, any seconds.** It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.

BIDDER'S CONFERENCE

A bidder's conference will be held on **Tuesday, April 24, 2018 @ 11:00 am at Service Center Maintenance Conference Room, 3280 Crow Canyon Road, San Ramon, CA 94583** for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged to attend the bidders conference to address any questions or clarifications.

CLARIFICATION DEADLINE

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than **Friday, April 27, 2018 at 11:00 am.** No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the scope of work and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

CONTACT

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834.

MODIFICATIONS

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

WITHDRAWAL OF BID PROPOSALS

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

BASIS OF AWARD

San Ramon Valley Unified School District intends to award to the lowest, responsive, responsible bidder; provided, however, pursuant to Education Code 39802, if the Director of Transportation and Director of Purchasing at their discretion believes that the public interest will be best served by accepting other than the lowest bid, they retain the option to recommend to the Board of Education that the Contract be let to the other than the lowest bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications, safety records, drivers training program, type, age and condition of vehicles used under the contract, effectiveness, insurance coverages and references provided by the Bidder. Because it is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given opportunity to provide available routes in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Therefore, upon contract award, the District will offer available routes to the lowest bidder and as the need arises, progress to the next qualified low bidder, third qualified lower bidder etc., until all of the routes have been assigned.

The District reserves the right to consider any other pertinent information in determining what Contractor can best serve the interests of the San Ramon Valley Unified School District. Bidder must demonstrate in their Bid response that they have the available resources necessary to successfully provide SRVUSD's requirements.

The District reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

AWARD OF CONTRACT

A written purchase order and/or mutually signed contract will be furnished to the successful bidder within time for acceptance specified, resulting in a binding contract without further action by either party. The Purchase Order and contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

Once the Contract has been awarded by the District, the Contractor, **within fifteen (15) calendar days**, shall submit all endorsements, insurance, liability, background check certification and all other submittals contributing to the successful execution and completion prior to start of any services.

FAILURE TO PERFORM FOLLOWING AWARD

If Bidder to whom an award is made, refuses or fails to execute the Contract and return all the required submittals within fifteen (15) working days after notice, the Director of Transportation and Director of Purchasing at their discretion may determine that the Bidder has abandoned their proposal, declare the award of the Contract null and void, and accept the bid of the next lowest responsive and responsible bidder or any other bidder pursuant to the requirements set forth above. The Purchasing Director may elect to remove Bidder from any future invitation on any SRVUSD bid solicitations.

ESTIMATED USAGE QUANTITIES

This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed at the prices bid.

DISTRICT'S RIGHTS AND OPTIONS

San Ramon Valley Unified School District reserves the following options:

1. The right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract.
2. The right to waive any informality or non-substantive irregularity as the interest of the District may require.
3. The right to award in whole or in part.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept Contractor's signed offer and issue a purchase order directly to the supplier based on this bid document.
8. The right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) day notice of such termination.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

BID PROTEST

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

GOVERNING BOARD

This bid will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible, bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

PUBLIC RECORDS

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.

TAXES

Taxes shall not be included on the proposed prices. The District is subject only to State of California, Contra Costa County sales tax which will be collected by the vendor (if applicable or any). Federal excise taxes are not applicable to school district, and shall not be paid by the District.

ERRORS AND CORRECTIONS

No erasures or white-out will be permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

COST OF BID PREPARATION

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

EXECUTION OF CONTRACT

After the Governing Board approves and award the contract to the successful bidder, the successful bidder shall, within seven (7) working days must provide to the District appropriate bonds (if required) and proof of insurance etc. and all other documents required to complete a successful contract agreement. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may award the work to the next responsible bidder, or may reject all bids and call for new bids.

FAILURE TO BID

If a bidder does not bid on any line item, the bidder is required to write “no bid” in the space provided. If a bidder is not bidding the entire project, the bidder is required to write “no bid” across the face of the bid form, place the company name, sign and date the form and return the form to the Purchasing Department. Failure to notify the District of a no bid may result in the vendor being removed from the District’s bidders list.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder’s financial resources, insurance coverage, business history, experience in transporting Special Education students or wheelchair-bound students or students with disabilities, vehicle maintenance, background check certification, proof of registration with the Department of Industrial Relations, ability to comply with the California Highway Patrol and Motor Vehicle Laws, Rules and Regulation, local law enforcement, any Federal Minimum Standards governing passenger vehicle transportation of school pupils and any other applicable laws and regulations or other factors and submittals contributing to the successful execution and completion of the contract.

NON-COLLUSION AFFIDAVIT

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State and Local laws, rules and regulations in regards to employment within the State of California. All employees shall be legally qualified to work in the United States and the Contractor agrees to provide verification of compliance with this requirement upon the request of the District. Contractor agrees that it shall not unlawfully discriminate against employees based on race, ancestry, national origin, ethnicity, religion, age, gender, sexual orientation or physical or mental disability.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

FEDERAL AND STATE REGULATIONS

The bidder's bid proposal and any contract entered into are subject to all applicable statutes of the United States or of the state of California and all applicable regulations and orders of the federal or state government now in effect of which shall be in effect during the period of such contract.

TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the District.

INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

TERMINATION

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

FAILURE TO PERFORM

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract without prejudice to the District's rights to recover damages.

ATTORNEY'S FEES

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

PREVAILING WAGE

If applicable, the Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

The Contractor shall maintain payrolls and basic records relating thereto during the course of the work for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide various fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

(IF APPLICABLE) Operations and services covered by this service agreement must comply with pertinent laws, ordinances and other legal requirements including, but not limited to, the California

Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under Service agreements there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the PROPOSER agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. While performing the services and duties required under the service agreement, the proposer agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), local agencies and the District relating to the transportation of Pupils.

CHANGE ORDERS

SRVUSD may prescribe a modification of requirements or methods of work and for such purposes, the District may, at any time during the life of the contract, by written order make such changes as it shall find necessary. If such changes increase or reduce the quantity or amount of work to be done, the contract price shall be subject to an equitable adjustment.

All contract changes, such as changes in the scope of work must be handled as Contract and/or Purchase Change Orders. Change Orders shall be in writing and authorized in advance by both the Director of Transportation and the Purchasing Department.

The Contractor shall proceed to immediately perform the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes or in time required to complete the contract due to the changes.

COMPLIANCE WITH OSHA

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to conform.

INSURANCE REQUIREMENTS

During the term of this agreement, Vendor will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
Commercial General Liability	\$5,000,000 per occurrence/\$5,000,000 aggregate
Automobile Liability	\$5,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide

District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, Agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

FINGERPRINTING

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

Fingerprints will not have to be redone for SPAB drivers as fingerprints have been submitted through DMV. Contractor shall still have to certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

REGISTERED SEX OFFENDER RESTRICTIONS

For work to be performed at schools, vendor agrees that no employee or employee of subcontractor has been adjudicated to be a registered sex offender or will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the contract.

NON-INTEREST OF DISTRICT OFFICIALS

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

SPECIAL PROVISIONS SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

Identification of Contract Documents: The Contract Documents are hereby defined to include but not limited to: all Bidding Documents (including Notice to Bidders, Request for Bid, Addenda [if any], and Bid Forms); the Purchase Order; Master Purchase/Contract Agreement, Exhibits, Survey/Questionnaire, District boundary map, Forms, Schedule A - G and Provisions of SRVUSD.

SUBMITTALS

All items listed below must be submitted along with the bid response – Non-submittal will disqualify bidders and bid response will be considered non-responsive.

CHECKLIST:

_____ **BID FORM**

Bid Form is a required submittal item and will be used as basis of award along with the vendor's suitability to provide the District with the best overall value.

_____ **LIST OF REFERENCES (Sched A)**

Provide a list of three (3) references with similar scope to this project, which have been performed within the past five (5) years. Use provided reference list form.

_____ **Fingerprint Certification (Sched B)**

_____ **Megan's Law & Tuberculosis Certification (Sched B.1)**

_____ **SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Sched C)**

_____ **Driver and Equipment List (Sched C.1)**

_____ **Debarment Notice (Sched C.2)**

_____ **Local Law Enforcement Inspection Report (Sched C.3)**

_____ **ADDENDA (Sched D)**

_____ **NON COLLUSION (Sched E)**

_____ **WORKER'S COMPENSATION FORM (Sched F)**

_____ **DESIGNATION OF SUBCONTRACTORS (Sched G)**

_____ **PROOF OF INSURANCE (Sched H)**

_____ **STATE OPERATOR'S LICENSE (Sched I)**

GENERAL REQUIREMENTS

1. Must possess all permits, licenses and professional credentials necessary to provide and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Drivers assigned to this contract must have a good driving record as verified by the state and governing bodies.
 - a. The contractor shall verify each driving record upon initiation of service and then every year thereafter. Such records shall be placed into the driver's file and must be accessible upon request
 - b. The contractor shall not use drivers to fulfill the contract who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not ever use drivers who have had a DUI, DWI or controlled substance related violation.
 - c. No person shall provide service where there is report of any findings or criminal history convictions, as obtained through state and national searches (DOJ and other state and local specific regulations)

The contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file. During the contract duration, if awarded, the Contractor shall notify the District in writing within ten days of any additions or departure from employment of drivers.

3. Bidder shall possess a minimum of five (5) years demonstrated successful operation and experience in providing Special Education student transportation services, including the transportation of wheelchair-bound students and students with other disabilities with other school districts of equal or bigger size facilities.
4. Bidder has continuously engaged in the business of providing transportation for special education and ELD student, including the transportation of wheelchair-bound students and students with physical, mental or emotional disabilities for at least three (3) years.
5. Proper conduct is expected from the Contractor's personnel. This includes adhering to non-smoking policy, drug or alcohol free work place. Drivers as well as their vehicles must not smell of smoke or any other offensive odor. District has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards. Drivers are expected to drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
6. Contractor's personnel shall carry appropriate identification, uniform, and badges. The contractor shall ensure that all drivers display their current driver's license upon request of a school official or district officers.
7. The contractor shall have contract standards addressing professional dress and hygiene code for its drivers. Professional dress includes clean clothes (pants, and shirts with sleeves and collars). The drivers must not wear attire that might be considered offensive as determined by families, students, faculty and / or staff. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use of heavy, offensive colognes. Drivers must also not display offensive tattoos and piercings. Professional dress, hygiene, tattoos and piercing will be at the District's discretion.
8. All work performed and all equipment used by bidders shall meet all applicable "Regulations and

Laws Relating to Pupil Transportation in California” as published by the California State Department of Education. A signed bid will be considered a declaration that the equipment to be used in the execution of the contract, if awarded, does and will continue to meet all safety regulations.

PERSONNEL COMPLIANCE

The contractor shall maintain records on all employees, drivers or sub-contractors that demonstrate that all personnel requirements of the contract have been met. The personnel file shall contain current copies of the following:

1. Department of Motor Vehicle Record’s Check – historical driving record.
2. Department of Justice (DOJ) background checks that meet or exceed the state laws.
3. Any other background checks or personnel information as required by state, local, or district policies.
4. Verification of enrollment in an on-going drug / alcohol testing program. The District reserves the right to require drug / alcohol testing at random, for drivers authorized by the District for this contract and “for cause” drug / alcohol testing as deemed appropriate. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. The contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this contract that fails a Drug and / or Alcohol Test.
5. Verification of a negative test result for Tuberculosis (TB testing) as required by state law.
6. Current Driver’s License appropriate for driving the vehicle of assignment.

INVESTIGATION

If requested by the District, the contractor shall investigate any employee’s performance.

DRIVER TRAINING

Contractor must confirm that all drivers have met the qualifications, training and credentialing requirements. Contractor must confirm that drivers have received training, to include, but not limited to the following areas:

1. Customer Service, Communication and Stress Management
2. Americans with Disabilities Act
3. Service Animals
4. Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
5. Blood borne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
6. Wheelchairs
7. Emergency and Evacuation Procedures
8. Driver/Passenger Sexual Improprieties
9. School district specific policies and procedures

No driver shall be permitted to transport any student for the District without being pre-screened and successfully completing all training components. Contractor shall employ a system for ensuring that no driver is to transport District students if any training or certification components are incomplete. Contractor shall keep all training and certification records on file and shall make

them available to the District upon request. Contractor shall ensure that all Customer Service Agents (CSAs) and Dispatch personnel receive training in the areas of customer service, accident and incident training.

VEHICLE AND EQUIPMENT REQUIREMENTS

The contractor must supply vehicles that meet all state and / or county requirements and laws. All vehicles must possess any required permits allowing them to transport passengers for the state or county.

The contractor shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition. The contractor shall equip all vehicles with proper communication systems that shall enable a central dispatcher to contact the driver. Preference will be given to contractors that have GPS tracking capabilities.

The contractor must equip all fully compliant vans and sedans with a seat belt for all passengers. All seat belts must be visible and work properly. In addition, they must have the proper child restraints including booster or car seats for those students that require them (as determined by the District). The contractor shall provide to the District, upon request, a list of vehicles used under the contract (updated as needed) which states the description of each vehicle, license number, inspection number if appropriate, operating authority license and model year prior. If a vehicle is added or removed from service, the District shall be notified in a timely manner. The District reserves the right to audit these vehicles and/or records at any time.

SAFETY REQUIREMENTS

All equipment and supplies provided and work performed by the successful Proposer for the District shall fully conform to all applicable state, local and federal safety laws, rules and regulations and orders.

OTHER CONTRACT REQUIREMENTS

Liability

The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation and releases the District, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the District, including its agencies, employees and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the District, including its agencies, employees and assignees.

Subcontractors

If approved by the District, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the District

and to ensure that the District is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the District and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

Subcontractors are subject to all requirements listed above and the contractor shall be responsible for ensuring that subcontractors meet all above requirements including public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

COMPANY PROFILE

The Proposer shall submit along with the bid response, the company profile questionnaire as additional evidence of qualification and capability, financial resources, experience in the type of work required by the District, Proposer's equipment, availability of operators and drivers qualified to provide transportation services and all other information that would assist the District in the award process.

BUSINESS PERMITS AND LICENSES

The Proposer, his employees, and his agents shall secure and maintain valid business permits and licenses that are required by law for the execution of this service agreement.

ACCOUNT MANAGER/SUPPORT STAFF

Contractor shall provide adequate, competent support staff that is assigned to the District's account during normal working or business hours (Monday through Friday). Representative(s) shall be knowledgeable about the contract, services provided, products and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

CONTRACTOR STATUS

The contractor represents him or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the District. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the District, its officers, agents and employees harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

CONTRACTOR INVOICE AND PAYMENT INFORMATION

1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Transportation Department, 3280 Crow Canyon Road, San Ramon, CA 94583. Each invoice shall

indicate Contractor's name and mailing address, route information, SRVUSD's agreement and/or Purchase Order number, and the beginning and ending billing dates.

2. Payment

Unless a specific term discount is offered, SRVUSD will make payment within 30 calendar days after receipt of invoice by the District. Where the Contractor offers a payment discount, the District will take this into consideration when making payment. The District, at its option, may verify the correctness of the invoice.

3. Right to Withhold Payment

The San Ramon Valley Unified School District may withhold or nullify the whole or any part of any payment due to the Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a) Defective work not remedied in accordance with provisions of the Contract Documents
- b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c) Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d) Damage to other work or property
- e) Failure of the Contractor to maintain all records as required; submitting progress schedules, weekly payroll records and any other such items as may be required by this specification.

SCOPE OF WORK

The successful contractor shall provide student transportation services for San Ramon Valley Unified School District's special education students and transportation services for non-public schools and county programs.

Contractor must possess and agree to furnish all labor, equipment, transportation, services, licenses, permits, insurance coverage and expertise in transporting special education students and the work described herein.

BACKGROUND AND OBJECTIVE OF CONTRACT

The District presently provides Special Education school bus transportation to approximately 450-500 students. The District, with the assistance of approved Contractor(s) must accommodate the following special education student's needs:

1. The ages of the overall student ridership is between 3 to 22
2. There may be the need to transport wheelchair-bound students yearly
3. Students are being transported to and from home and several school campuses, as well as medical therapy units, vocational education and community-based instruction sites, and other service locations
4. The District's Transportation Department will continue to operate its usual and/or standard routes. The routes needed by this contract are 15 to 25, depending on enrollment, for the first year of this contract. The number of routes to be contracted out will be adjusted annually by the District. These routes typically have 1 to 9 students and transportation is provided outside of the school district, city, town and county boundaries.
5. The students are currently being transported in passenger vehicles such as car/sedan, SUV and van (nine (9) passenger plus driver, with or without wheelchair stations)
6. There may be an English Language Development (ELD), non-special education transportation service of up to 9 students requiring an appropriate size passenger vehicle(s).
7. Mid-day schedules, which may include transportation to and from schools, medical therapy units, vocational education and community-based instruction sites, and other service location and local field trips.

ROUTE INFORMATION

Student information shall be provided by the District which may include: student name, address, school of attendance, bell schedules, and equipment needs. Contractor must protect under federal law and should recognize and hold this information confidential and is used only to establish routes and transportation services. The District shall designate all routes and stops. Contractor shall follow District's instructions. If physical or traffic conditions require a change to the established route, Contractor must receive prior approval from the District representative for alternate route.

Prior to the start of service (each school year), the Contractor shall contact the District's Transportation Department for the assignment of routes and schedules. Route information will include vehicle requirement, specific route instructions and times. Some routes will include specific student information identified in the student's Individual Education Plan (IEP). Examples are: wheelchair, buckle guard, harness, oxygen, escort and runner.

To the best of the District's ability all designated stops should be on the right hand side of the road. If

escorting is needed, all provisions of the law shall apply. Contractor shall use escort requirements for sedans, SUVs and vans.

District will approve all routes based on additions and changes. Contractor will be asked to provide a start-up plan, to include scope, number of vehicles, required equipment, organizational structure, timing and number of routes. Contractor will provide transition and start up plans that create a smooth operation.

The contractor shall make all changes for regularly scheduled routes within the time period specified by the District. The contractor shall ensure that all vehicles assigned for student pickup shall arrive at the pickup location on-time, Contractor is to define methodology for verification of on time performance and monitoring overall trip performance. If the student is not ready for pick-up at scheduled pick-up time, the contractor is to wait three (3) minutes, and contact the family as well as the Transportation Dispatch. If the student(s) are still not ready, the contractor is to designate the pick-up as a no-show and go to the next location. The Contractor is to detail the current no show procedure. If the District or a parent has called the contractor at least twenty-four (24) hours before pick-up time to cancel the ride, the contractor is to designate it as a cancellation.

CHANGES IN ROUTES

The District must be able to change, add or delete routes to and from service at the rates specified in the contract at least with thirty (30) days working notice. Successful proposer must be able to provide appropriate vehicle with lift-gates and other modifications necessary to safely transport students.

Contractors must be flexible to accommodate fluctuations in routing in a timely manner as determined by School District. For alternative transportation, route changes are considerably more frequent than in regular education transportation due to frequent changes in designations and laws.

The District will notify the Contractor of these changes and will provide route information and instructions as changes occur. These changes will be provided to the Contractor via email.

REPORTS

Contractor shall provide the District with the following monthly reports, as indicated below:

1. Student "No Show" report
2. Student's Detailed Trip Report
 - a. Students Name
 - b. Mileage for the route
 - c. Pricing Considerations
 - d. Date of Service

It is the Contractor's responsibility to notify the District's Transportation Department of any student "no show".

EQUIPMENT

Contractor will provide age appropriate child restraint equipment such as safety vests, booster chairs and car seats. The District anticipates the number of students requiring vehicle service, and therefore the number of vehicles required will remain generally consistent for future school years as compared

to current school year. However, as enrollment changes so might transportation equipment needs. The District does not guarantee any quantity of service, students, runs, routes or vehicles.

The contractor shall provide wheel chair accessible vehicles as needed.

TECHNOLOGY SUPPORT

The Contractor shall provide its maintenance and dispatch terminal with technology necessary to communicate with SRVUSD Transportation Department, individual schools, and Contractor's drivers. Communication tools should include – local telephone number, FAX, two-way radio, internet scanning capability and any other technology Contractor feels necessary to conduct business with SRVUSD. Vehicle cameras and GPS are desirable. If vehicle(s) used in transporting students has camera and/or GPS, the District reserves the right to review information upon request.

INSPECTION REPORTS

Prior to the starting date of the contract, the vendor must furnish the District proof in the form of school vehicle inspection reports that all vehicles used to transport students have been inspected by the California Highway Patrol or local police authority and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education if applicable.

Vendor agrees to maintain a satisfactory rating with the California Highway Patrol or local police authority. Failure to maintain this rating shall be justification for immediate exclusion from the contract. Vendor must furnish proof of this rating with submission of bid documents.

District reserves the right to physically inspect carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities. Records for yearly brake inspection by authorized service shop, licensed by the State of California shall be available for review by the District.

NON DESIGNATED INDIVIDUALS

Non-designated individuals will not be allowed to ride in vehicles transporting District students. Drivers shall not be permitted to carry any person, other than pupil(s) assigned to the vehicle. Exceptions to this are:

- Peace Officer
- Teacher
- Contractor trainer
- Contractor Supervisor
- SRVUSD authorized representative

ACCIDENT PROCEDURES

In case of accident, it shall be the responsibility of the vendor to first notify the California Highway Patrol or appropriate law enforcement agency and second, notify the District's Transportation Department. A list of student name(s), including birthdates and telephone numbers, who were on the vehicle shall be delivered to the Transportation Representative within two (2) hours of the accident accompanied by a concise description of the accident. A copy of the police report of each accident or incident shall be provided as soon as it is available.

Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the District's Transportation Department.

INCIDENTS

Incidents can be as minor as an offensive comment between students to an actual physical altercation. All incidents must be reported in written report form including all parties listed and involved. Contractor to detail the incident procedure and how / when the District is informed.

SERVICE CANCELLATIONS

Contractors shall disclose cancellation policy when replying to this requested bid.

VEHICLE SERVICE BREAKDOWNS OR MECHANICAL FAILURES

A discount on charges will be reflected on invoice if a breakdown occurs in route or if vendor does not arrive within 30 minutes of scheduled departure time or arrival. Vendor will deduct the total cost of any other vendor's chartered service or rental of other vehicles required to complete the trip or other expenses incurred to deliver or pick up passengers, whichever is less.

The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes due to mechanical failure.

AUTHORIZED ORDER PROCESS

ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT. Any other orders placed by non-transportation department personnel will be the sole responsibility of that individual including payment, liability and risks.

SUSPENSION BY DISTRICT

The District's Director of Transportation reserves the right to suspend a Contractor for excessive equipment failure and/or breakdowns, excessive trip refusals, and if any certifications are expired or non-existent.

DEMONSTRATIONS

If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the District's facility. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT Bidders may be required to reimburse the District for travel to demonstrations not held at the District's facility.

INSPECTION OF CONTRACTOR'S FACILITY

The District reserves the right to visit the carrier's properties and inspect driver records, vehicle records, and vehicle shop at any time prior to award of contract or during contract term.

LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damages done to the District's property that resulted from the Contractor's operations. The Director of Transportation or designee shall determine the negligence.

COORDINATION

The contractor shall fully coordinate all contract activities with those activities of the District. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the District throughout the effective period of the contract.

PROPERTY OF DISTRICT

All reports, documentation and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the District. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the District.

DRIVER RESPONSIBILITIES

The driver shall not transport more than three (3) students at one time in a sedan, five (5) in a SUV or nine (9) in a fully compliant van. All students will require seat belts as well as age appropriate child restraint equipment such as booster and/or car seats for sedan and van transportation.

It shall be the driver's responsibility to see that car seats, seat belts, safety vests, and safety vest straps are properly adjusted and fastened. The driver shall ensure all safety equipment is in proper condition and used at all times. At NO time shall a student be transported without their safety equipment – vest, seatbelt, and buckle guard. The driver shall ensure the safety equipment is in proper use for the duration of the trip.

A driver does not have the authority to refuse transportation to any eligible pupil nor does the driver have the authority to remove a pupil from the vehicle.

Drivers are not allowed to leave the vehicle unattended unless an authorized employee of the Contractor or SRVUSD is present.

ON-TIME PERFORMANCE

Contractor is to detail the methodology for monitoring and maintaining on time/route performance. Contractor is to have a demonstrated on time performance standard. Failing to meet this on time performance on a monthly basis could subject the Contractor to liquidated damages.

Unplanned weather conditions, detours and traffic delays and other traffic situations will occur. However, Contractor must be able to demonstrate a communications plan for such occurrences, leading to a history of on-time performance.

EMERGENCY PLAN

Emergency plan will be provided by the Contractor and reviewed with SRVUSD prior to service start date.

PERSONAL ITEMS

Use of personal electronic devices for personal use is prohibited during “on duty” time. Transportation service is never to be interrupted or delayed by drivers handling personal business.

DISTRICT REVIEW OF SERVICE

The District reserves the right for a representative to observe and/or board any Contractor’s vehicles performing work for the District at any time, with or without prior notification. The District representative, at their discretion, may inspect the vehicles, equipment certifications, registration, insurance, driver inspection report and the driver’s documents and logs. The District representative may also, at their discretion, ride as a passenger on the trip for any length of time for observation purposes.

CONSEQUENCES OF POOR SERVICE

The District has the right to cancel this service agreement if the Contractor’s Driver does not show up for a pick-up; is over thirty (30) minutes late on three (3) or more occasions during the service agreement period. In the event that the Proposer fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Proposer agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

TRANSPORTATION DEPARTMENT

The San Ramon Valley Unified School District Transportation Department is the exclusive agent for the District. All routes and services must be authorized by the Transportation Department. The Contractor shall not accept any directions or orders or instructions from anyone other than the Transportation Department of San Ramon Valley Unified School District.

BID FORM

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offeror, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby propose and agrees to perform within the time stipulated, in contract, and everything required to be performed, and to provide and furnish services necessary to perform all of the work required in connection with:

RFB #782

All in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Director of Purchasing.

NOTE: The San Ramon Valley Unified School District reserves the right to INCREASE OR DECREASE purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. District maintains the right as it may deem necessary to add or delete services to this contract with only thirty (30) day written notice, in order to accommodate any future changes in the District programs that may result in an increase or reduction of funds. Request for increase in services will be negotiated with the successful vendor based on the rates provided herein.

TERMS - Cash terms (if applicable) _____% _____ Days

It is the intention of the District that all bids received will be compared to each other on a fair and impartial basis. The computation is designed to accomplish this purpose. The unit prices bid will be used to establish contract charges, if and when the District enters into an agreement with the Bidder.

The District is seeking transportation services for daily passenger vehicle pupil transportation services for Special Education Students. Regular school year is 180 days. Extended school year is an additional twenty (20) days (June – July).

Base Rates – Scheduled Contracted Routes

Passenger Vehicle – WHEELCHAIR				
Type	Trip Rate	Does rate include deadhead charge? Circle one		If there are deadhead charges, indicate below.
Car/Sedan	\$ /mile	Yes	No	\$ /mile
SUV	\$ /mile			\$ /mile
Van	\$ /mile			\$ /mile

Passenger Vehicle – AMBULATORY				
Type	Trip Rate	Does rate include deadhead charge? Circle one		If there are deadhead charges, indicate below.
Car/Sedan	\$ /mile	Yes	No	\$ /mile
SUV	\$ /mile			\$ /mile
Van	\$ /mile			\$ /mile

For information use only or future additional services.
*****Supplemental price rates will NOT impact award of bid, nor will it become basis of award of bid for RFB #782*****

NON-CONTRACT SERVICES

Supplemental Price Rates

URGENT/EMERGENCY RESPONSE \$ _____/mile

FIELD TRIP \$ _____/mile

PIGGYBACK CLAUSE

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) the San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives its right to have warrants issued in its favor. Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted No, Piggyback Option Not Granted

VENDOR'S LICENSE STATEMENT

The undersigned certifies that he/she or the firm he represents holds the appropriate license as required and specified for:

License No. _____ Expiration Date _____

Classification No. & Title _____

THE REPRESENTATION MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____ CITY: _____ STATE: ____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ NAME: _____
(Authorized Agent) (Please Print)

TITLE: _____ DATE: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM
SCHEDULE A

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years within a 30-mile radius of SRVUSD so that we may inspect the area if necessary:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

SCHEDULE B

EMPLOYEE FINGERPRINT & CRIMINAL BACKGROUND CHECK
CERTIFICATION TO THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

_____ acknowledges
(vendor/contractor name)

that the Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contract with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

It is hereby certified to the San Ramon Valley Unified School District that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receives notice from the Contractor and the school district grants written permission under conditions specified by the school district.

I, _____, as an officer/owner/agent
(print name)

of _____, hereby certify that I am duly
(vendor/business name)

authorized to enter into the above certification.

Signature

Date

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

SCHEDULE B.1

Additional Certification

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Proposer and/or Subcontractor(s) under this agreement are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Signature _____ Date _____

Tuberculosis Certification. Proposer and/or Subcontractor shall at all times comply with the tuberculosis certification requirements as set forth. Check the applicable box(s) below:

- The following Proposer and/or Subcontractors who shall be on District property and have contact with pupils during the term of this RFP and, at no cost to District will receive a tuberculosis test that complies with the requirements of California Education Code Section 49406. Proposer shall maintain on file the certification of examination and tests found free from active tuberculosis. These forms shall be regularly maintained and updated by Proposer and shall be available to District upon request or audit. Proposer further agrees and acknowledges that all new personnel hired after the effective date of the RFP are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District pupils until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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

Signature _____ Date _____

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SCHEDULE C

SURVEY – QUALIFICATION and QUESTIONNAIRE FORM

- 1. How many employees are in your firm? How many are assigned to the District account?
- 2. How many years have you been in business?
- 3. Office location supporting the District’s account.
- 4. Provide copy of current State license to perform the work in conformance with the provisions of the State Business and Professions Code.
- 5. Provide evidence of financial resources and stability.
- 6. Provide evidence that bidder owns or guarantee inventory of vehicles and equipment required under this contract.
- 7. Describe the functional structure of your organization (i.e. supervision of drivers, staff, office staff, etc.).

- 8. Describe passenger transportation services for Special Education student background. Include experience and qualifications as it applies to past and current references.

- 9. List any additional information relevant to this bid solicitation that will be helpful in evaluating your ability to successfully operate the business.

10. Are you engaged in any litigation, which could affect your ability to perform under this agreement?

YES _____ NO _____ If yes, give details in an attached statement.

11. If awarded the contract, the Bidder intends to carry on the business as: an individual (), Partnership (), Joint Venture (), Corporation (), other (). If "other", attach an explanation.

12. If partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Organization: _____

General or Limited Partnership: _____ (if applicable)

Agreement Recorded: _____ (County); _____ (State); _____ (date)

Registered in California? _____ (yes) _____ (no), If yes, when? _____

13. Have you ever had a bond or surety denied, canceled, or forfeited?

YES _____ NO _____ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

14. Have you ever declared bankruptcy or been declared bankrupt?

YES _____ NO _____ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets in an attached statement.

15. Have any agreements held by you for student charter bus transportation services ever been canceled before end of contract date?

YES _____ NO _____ If yes, give details in an attached statement.

16. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues relating to passenger vehicle pupil transportation services?

YES _____ NO _____ If yes, give details in an attached statement.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE C.2

DEBARMENT NOTICE

I, the Bidder, certify that my company has been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Company Name: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Address: _____

Email: _____

Telephone: _____

Date: _____

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE C.3

Local Law Enforcement Inspection Report

SUBMIT copy of inspection report to fulfill requirement of Schedule C.3

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

SCHEDULE D

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

<input type="checkbox"/> None	<input type="checkbox"/> No. 3
<input type="checkbox"/> No. 1	<input type="checkbox"/> No. 4
<input type="checkbox"/> No. 2	<input type="checkbox"/> No. 5

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

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SCHEDULE E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

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SCHEDULE F

CONTRACTOR'S CERTIFICATE **REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, 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 Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the District and of its ability to self-insure and to pay any compensation that may become due to this employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

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

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

SCHEDULE G

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE"

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE H

Proof of Insurance

**SUBMIT copy of insurance liability coverage to fulfill requirement of
Schedule H.**

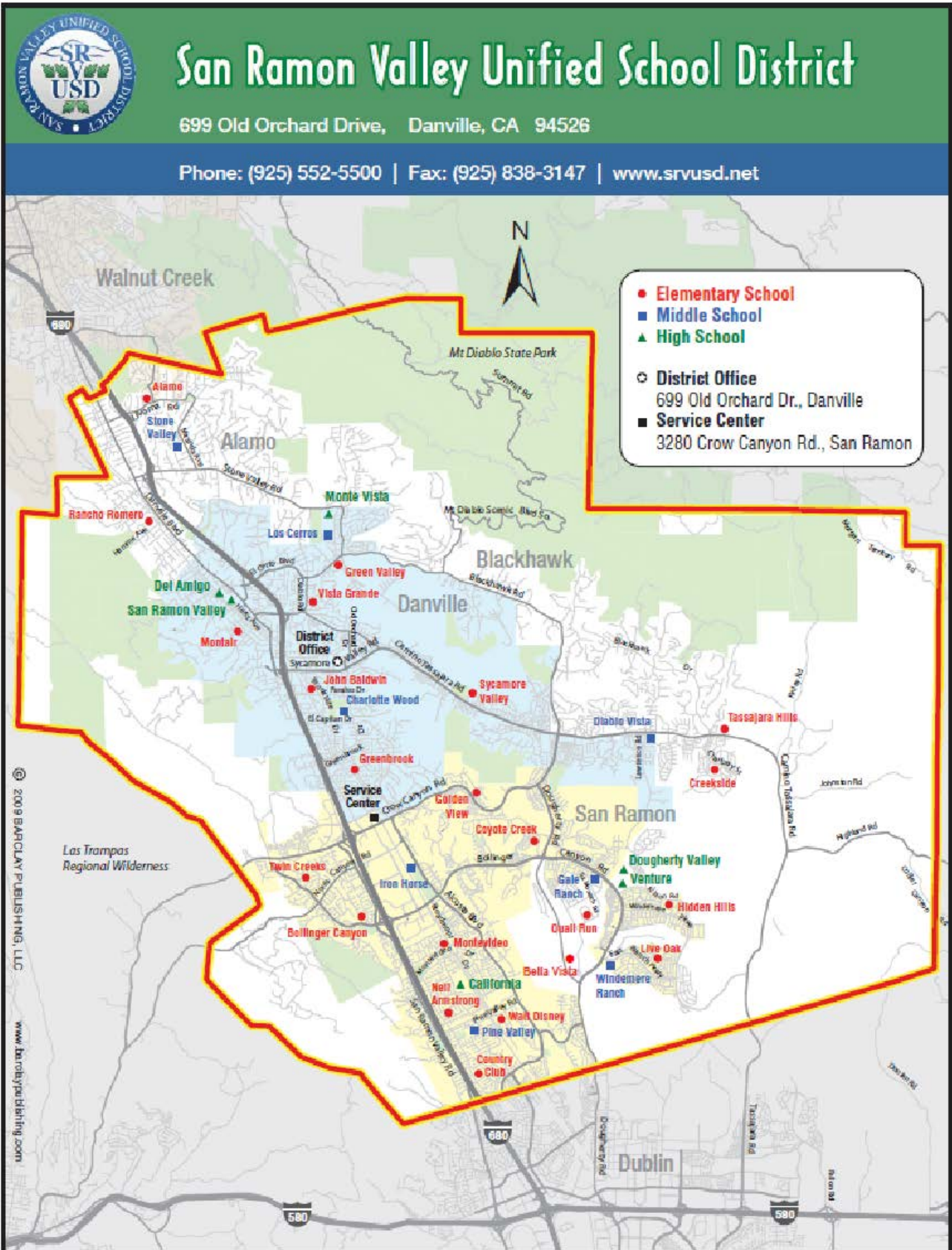
****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE I

State Operator's License

SUBMIT copy of State of California Operator's License to fulfill requirement of Schedule I.

DISTRICT BOUNDARY MAP



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

1.01 Laws to be Observed: The Vendor shall comply with all applicable, existing and future Federal, State and local laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, including but not limited to fingerprinting under Education Code 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and other legal requirements for the performance of duties and that failure to do so shall constitute materials breach.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: If applicable, the Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

1.06 Patents: The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.08 Responsibility for Damage: The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising

from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, or any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of District: The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Vendor Not an Agent of the District: The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection of Authorized District employee nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$5,000,000 per occurrence/\$5,000,000 aggregate
Automobile Liability	\$5,000,000

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A: XI.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.19 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of

race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.25 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.

1.27 REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

If applicable, for any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.