



## **New Haven Unified School District**

# **REQUEST FOR PROPOSAL**

**WHEELCHAIR AND AMBULATORY TRANSPORTATION SERVICES**

FOR

New Haven Unified School District  
[RFP #767]

May 2016

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the New Haven Unified School District, hereby invites and will receive sealed proposals from interested and qualified vendors for furnishing **Wheelchair and Ambulatory Transportation Services** beginning with the 2016-17 school year.

Each Proposal Package submitted must contain:

1. Completed Proposal Form Price Schedule (Cost Proposal),
2. Completed Proposal Questionnaire, and
3. Bid Bond.

Please contact Jason Rodgers, Director, Maintenance & Operations at New Haven Unified (510) 471-5559 x 62645, for information about the RFP.

Sealed proposals should be delivered to New Haven Unified School District. Proposals must be received by New Haven Unified no later than **2:00 P.M. on May 20, 2016.**

**New Haven Unified School District  
34200 Alvarado-Niles Rd  
Union City, CA  
Phone: (510) 471-1100  
Attention: Akur Varadarajan, Co-Superintendent**

New Haven Unified reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Equal Opportunity Employer

# REQUEST FOR PROPOSAL

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## New Haven Unified School District

### SCHEDULE OF EVENTS

1. Published in Newspaper: ..... April 29, 2016 & May 6, 2016
2. RFP Due Date:..... May 20, 2016
3. Board Approval .....June 21, 2016
4. Contract Start Date ..... July 1, 2016

### STATEMENT OF INTENT

New Haven Unified is issuing this Request for Proposal (RFP) to interested and qualified vendors for furnishing Wheelchair and Ambulatory Transportation Services. It is the intent of New Haven Unified to enter into a contractual agreement with an initial term of five (5) years. New Haven Unified has the option to renew the contractual agreement annually for additional one (1) year terms.

Each proposal submittal must contain a completed Proposal Form Schedule (Cost Proposal), a completed Proposal Questionnaire, and a Bid Bond.

## PROPOSAL QUESTIONNAIRE - ATTACHMENT A

A completed Proposal Questionnaire must accompany the Proposal Package submittal. The information provided by the Proposer will be used to evaluate the qualifications of the contractor to perform the work and services as specified in these documents. The Proposal Questionnaire must be filled out accurately and completely.

## TIMELY RECEIPT OF RFP PROPOSAL PACKAGES

SEALED proposals must be received by New Haven Unified no later than **2 pm May 20, 2016.**

Proposals are to be delivered to;

**New Haven Unified School District  
Business Services  
34200 Alvarado-Niles Rd  
Union City, CA 94587**

**ENVELOPES CONTAINING PROPOSALS SHOULD BE CLEARLY MARKED:  
"WHEELCHAIR AND AMBULATORY TRANSPORTATION SERVICES  
PROPOSAL"**

## WITHDRAWAL OF PROPOSAL

Any Bidder may withdraw his or her proposal, either personally or by written request, at any time prior to the scheduled time for receipt of proposals. A successful Bidder shall not be relieved of the proposal submitted without New Haven Unified consent or Bidder's recourse pursuant to Public Contract Code Section 5100 et seq.

## DETERMINATION OF AWARD

New Haven Unified is under no obligation to accept the lowest proposal rendered. Price will be a major factor in the District's decision, but it will not be the only factor. New Haven Unified will award the contract to the lowest responsive Bidder who best satisfies the terms, specifications, and conditions contained in this RFP, and the wheelchair transportation requirements of New Haven Unified.

## RESERVATIONS

New Haven Unified reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this RFP, as the interests of New Haven Unified may require. New Haven Unified reserves the right to reject the Bid Proposal Package submitted by any bidder who in its opinion has previously failed to perform satisfactorily when providing services of a similar nature to any school district or county.

INTERIM QUESTIONS DURING PROPOSAL PREPARATION PERIOD

During the quotation preparation period, Bidders may address technical Questions by email to:

**Jason Rodgers**  
**New Haven Unified School District**  
**34200 Alvarado-Niles Rd**  
**Union City, CA 94587**  
**Email: jrogers@nhusd.k12.ca.us**

Deadline for all questions is: 4:00 p.m., Thursday, May 12, 2016. No telephone questions shall be entertained.

BID BOND

A bid bond or cashier's check in the amount of \$100,000 (one hundred thousand dollars) shall be required with each sealed bid submittal. Failure to provide bid security in the proper amount may result in rejection of the bid.

The bid security received for each proposal rejected by New Haven Unified will be returned within ten days of opening the bids. Except as described in the next paragraph, the bid security accompanying each proposal remaining under consideration by New Haven Unified will be returned within ninety (90) days following the receipt of proposals.

The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after New Haven Unified provides notification of the award of the Contract, New Haven Unified shall have the right to declare the bid security forfeited, whereupon New Haven Unified may negotiate the bid security and retain the proceeds as liquidated damages. New Haven Unified may also award the Contract to another Bidder. Notwithstanding the preceding two sentences, New Haven Unified shall be entitled to pursue all other remedies in law or equity to such breach including, but not limited to, seeking recovery of damages for breach of contract. This paragraph shall apply to each successive Bidder awarded the Contract by New Haven Unified.

DELIVERY DATE

Barring any unforeseen circumstances, New Haven Unified intends to have Wheelchair and Ambulatory Transportation Services fully operational by the fiscal year starting on **July 1, 2016** for the 2016-17 school year. At the discretion of New Haven Unified, the successful Proposer may be required to provide Wheelchair and Ambulatory Transportation Services for all or portions of Extended School Year 2017.

SALES TAX

Sales tax should *not* be included in any bid submittal amounts.

INVOICE PAYMENTS

Payments for services under the contract shall be made after service is completed. A Billing Review will be completed by New Haven Unified by the 10<sup>th</sup> working day of each month in order for payment to be processed by the end of the month.

BIDDER'S SIGNATURE AND AUTHORITY

Each Proposal must provide the full business address of the Bidder and be signed by Bidder with Bidder's usual signature. All required signatures must be in longhand. The name of the person signing shall also be typed or printed below the signature.

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# ***GENERAL INSTRUCTIONS FOR PROPOSAL SUBMITTAL***

## **GENERAL INSTRUCTIONS FOR PROPOSAL SUBMITTAL**

### **TERMS & CONDITIONS**

#### **DEFINITIONS**

Except as otherwise specifically provided, definitions set forth in the General Conditions or in other contract Documents are applicable to all Bidding Documents.

The term "Addenda" means written or graphic instruments issued by District prior to the proposal Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

The term "Proposal Deadline" means the date and time designated in the Advertisement for Proposals as the last date and time for receipt of proposals, as may be revised by Addenda.



The term "Bidder" or "Proposer" means a person or business entity that submits a proposal.

The term "Bidding Documents" means the transportation documents prepared and issued for bidding purposes including all Addenda thereto.

The terms "Agreement" or "Contract" means the *Agreement for Wheelchair and Ambulatory Transportation Services*.

The terms "Request For Proposal", "Bidding Instructions" or "Bid Documents" means these instructions, all attachments and any Addenda hereto.

#### **A. USE OF NEW HAVEN UNIFIED SCHOOL DISTRICT DOCUMENTS**

Proposal submittals must be made on forms or in the format provided in this "Request For Proposals" ("RFP"). The reproduction of said documents is permitted so long as reproduced copies are exactly the same in size, format and content as the forms prepared by the New Haven Unified School District, ("New Haven Unified"). Any proposal submitted in altered form may result in rejection of such proposal at the discretion of the New Haven Unified School District.

New Haven Unified Bid Documents include:

- a. Request for Proposal
- b. General Instructions
- c. Proposal Questionnaire (Attachement A)
- d. Proposal Form Price Schedule - Cost Proposal (Attachment B)
- e. Current Transportation Data (Attachment C)
- f. Student Addresses (Attachment D)

#### **B. INSPECTION. INTERPRETATION AND/OR CORRECTION OF DOCUMENTS**

1. Each Bidder receiving New Haven Unified Bid Documents is responsible for inspection of said documents for missing or illegible pages, or other indication of incomplete information provided to the Bidder.
2. The failure or neglect of any Bidder to receive or examine any contract document form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to his or her proposal. The submission of a proposal shall be taken as acceptance of this condition.
3. Bidder shall report to New Haven Unified any errors, inconsistencies, or ambiguities discovered after Bidder's examination of the Bidding Documents
4. Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda as provided in Paragraph C-5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any

other manner shall not be binding and Bidders shall not be entitled to reasonably rely upon them. Oral responses to a Bidder's question will not be binding on New Haven Unified.

5. Receipt of addenda to the proposal documents by a Bidder must be acknowledged by New Haven Unified on the proposal or by letter or e-mail received before the time bids are due.

### **C. BIDDING PROCEDURES**

1. Each Bidder must submit his/her Bid Proposal Package in the format prescribed herein. A complete package must include **four (4) sets (one original and three copies)** of the following documents:
  - a. Proposal Questionnaire (Attachment A) and attachments, as required.
  - b. Proposal Form Price Schedule (Attachment B)
  - c. Bid Bond
2. Proposers shall use a complete set of Proposal Documents in preparing proposals. Proposals which are incomplete shall be rejected.
3. Proposals shall be submitted on the Forms included with the Bidding Documents. Proposals not submitted on New Haven Unified Bid Forms may be rejected.
4. All blanks on the Proposal Form must be filled in legibly in ink or type. All numbers must be stated in words and figures. Proposals which are incomplete may be rejected.
5. The right is reserved, as the interests of New Haven Unified may require, to revise or amend the specifications prior to the date set for submittal of proposals. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the submittal of proposals may be postponed by such number of days as in the opinion of New Haven Unified will enable Bidders to revise their proposals. In such cases, the Addendum will include an announcement of the new date for submittal of proposals.
6. No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the Bidding Documents, except for proposed changes to the Agreement.
7. The Bid Forms shall be signed, and all other required Bidding Documents shall be initialed, by a person or persons legally authorized to bind Bidder to the Agreement. Failure to sign and date the declaration on the Proposal Questionnaire will cause the Proposal to be rejected.

8. Each Bid must provide the full business address of the Bidder and be signed by Bidder with Bidder's usual signature. All required signatures must be in longhand. The name of the person signing shall also be typed or printed below the signature. If the bid is made by an individual, this person's name, signature, and post office address must be shown. Bids by partnerships or other non-corporate firms must furnish the name and post office address of the partnership or firm, the full name of all partners, and must be signed in the partnership or firm name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, and signed by the chief executive officer.
9. Bids shall be enclosed in a sealed opaque envelope, and clearly marked: **"WHEELCHAIR AND AMBULATORY TRANSPORTATION SERVICES PROPOSAL"**. The envelope shall be addressed to:

**New Haven Unified School District  
Business Services  
34200 Alvarado-Niles Rd  
Union City, CA 94587  
Phone: (510) 471-1100  
Attention: Akur Varadarajan, Co-Superintendent**

The envelope shall be identified with the project name, Bidder's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

10. Proposals shall be deposited at the designated location on or before the Bid Deadline as set forth in the "Request for Proposal" document. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. A Bid received after the Bid Deadline will be returned to the Bidder unopened.
11. Proposals transmitted orally, by facsimile or by electronic mail are invalid and will not be accepted.

#### **D. BIDDER'S REPRESENTATIONS**

Proposer, by making a proposal, represents that:

1. Bidder has read, understood, and made the Proposal in accordance with the provisions of the Bidding Documents.
2. The Proposal is based upon the materials, equipment, and systems required by the

Bidding Documents, with no exceptions other than those in the Proposed Changes to the Agreement (C-1-d).

3. At the time of the submission of the Proposal, Bidder shall have the appropriate current licenses issued by the State of California.
4. Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.
5. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
6. The person executing the Bid Forms is duly authorized and empowered to execute the Bid Forms on behalf of Bidder.
7. Bidder is aware of and, if awarded the Agreement, will comply with applicable Federal, State and Local laws, regulations and other requirements.

#### **E. ERASURES OR CORRECTIONS TO ENTRIES**

1. A bid submittal that contains any erasures, strike-over or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid proposal may be rejected as nonresponsive.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the discretion of New Haven Unified.

#### **F. WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSAL**

1. Any proposal which has been submitted may be withdrawn prior to the scheduled time for receipt of bid proposals. A request to withdraw a bid proposal must be in writing and be received by the New Haven Unified prior to the scheduled time for the receipt of bid proposals.
2. No amendment, addendum or modification will be accepted after the bid proposal has been submitted. If a change to a bid proposal that has been submitted is desired, the submitted bid proposal must be withdrawn and the replacement bid proposal submitted prior to the time scheduled for the receipt of bid proposals.
3. Proposals may not be withdrawn for 90 days after the scheduled time for the receipt of bid proposals.

## **G. EVALUATION AND AWARD OF CONTRACT**

The award of the Wheelchair and Ambulatory Transportation Services Contract will be made in accordance with the following evaluation criteria:

### **1. Proposal Package Evaluation - Weight 25%**

The Proposal Package will be reviewed by the Contract Committee consisting of designated representatives of New Haven Unified. The Proposal Package will be initially screened for completeness and responsiveness. Only those proposals meeting the criteria of this RFP and the expectations of the District will be referred forward to the Site and References Evaluation portion of the Proposal Analysis. Those proposals determined to be deficient in the opinion of New Haven Unified will be rejected. The Proposal Packages will be evaluated using the following criteria, which are listed in random order without respect to weight or priority:

- Experience of Bidder in providing Pupil Transportation Services in general, and specifically to Special Education Wheelchair and Ambulatory Students
- Management Capability
- Financial Condition
- Hiring Procedures and Practices
- Safety Program
- Training Program
- Equipment and Vehicle Maintenance Program
- Driver Wages and Benefits
- Vehicle Fleet Age and Condition
- Experience with District

All data and information in the proposal package will be subject to verification and consideration.

At its discretion, New Haven Unified may eliminate a proposal from further consideration if such evaluation determines that the Bidder is incapable of meeting or unlikely to meet New Haven Unified wheelchair transportation needs. Proposals that have not been eliminated shall be assigned a rating which will be used in the proposal evaluation process.

### **2. Pricing - Weight 50%**

The price given by the proposal shall constitute (25%) of the score of the proposals.

### **3. Site and References Evaluation - Weight 25%**

One or more members of New Haven Unified Contract Committee may conduct site evaluations for those Bidders not eliminated during the "Bid Proposal Package" evaluation phase. As well, New Haven Unified Contract Committee may

contact any references provided by the Bidder, and/or representatives of other School Districts served by the Bidder. Site evaluations will be conducted at the discretion of New Haven Unified Contract Committee of some or all the facilities where the Bidder currently provides pupil transportation services.

Site and references evaluation criteria, listed in random order and without regard to weight or priority, are as follows:

- Personnel
- Overall Appearance of Facility
- Fleet Maintenance Quality
- Customer References
- Recordkeeping (e.g. vehicle maintenance & safety/training records).

By submitting a proposal, each Bidder agrees to make selected facilities and personnel available for evaluation to the New Haven Unified Contract Committee upon reasonable notice.

Site and references evaluation will be assigned a rating which will be used in the overall bid proposal evaluation process. At its discretion, New Haven Unified Contract Committee may choose to eliminate any or all proposals from further reconsideration after the site and reference evaluation.

## **H. AWARD OF THE CONTRACT**

1. New Haven Unified will have the right to reject all Proposals for any reason or for no reason at all.
2. New Haven Unified will have the right to reject any Proposal not accompanied by the required Bid Bond or any other item required by the Bidding Documents, or a Proposal which is in any other way materially incomplete or irregular.
3. New Haven Unified reserves the right to waive any irregularities in any proposal or the proposal process. New Haven Unified reserves the right to select any proposal which the New Haven Unified Contract Committee believes is in the best interest of the District and which may not be the lowest responsive proposal.
4. Within seventy-two (72) hours of opening the bids, New Haven Unified shall send a Notice of Intent to Award Contract to all Bidders who have not been rejected.
5. If no bid protests are properly and timely submitted pursuant to Paragraph CC of these Instructions, or New Haven Unified determines that the submitted bid protests are without merit, New Haven Unified will mail, fax or deliver a Notice of Award of Contract to the selected Bidder within sixty (60) days after the date for Receipt of Bid Proposals, or reject all bids. Within ten (10) days after receipt

of the Notice of Award of Contract, Bidder shall submit to New Haven Unified all of the following items:

Two originals of the Agreement signed by Bidder.  
Certificates of Insurance as required.

6. Once New Haven Unified receives all items required by Paragraph J-5, New Haven Unified will sign the Agreement and return a signed copy of the Agreement to Bidder. The Agreement will have no binding effect unless and until it is ratified or approved by New Haven Unified.
7. If New Haven Unified consents to the withdrawal of the Bid of the awarded Bidder, or if the selected Bidder fails or refuses to sign the Agreement, or submit to New Haven Unified all of the items required by the Bidding Documents, within ten (10) days after receipt of the Notice to Award Contract, or if Bidder is not financially or otherwise qualified to perform the Contract, the Notice to Award Contract will be rescinded and the District may select another Bidder, or reject all Bids.

#### **I. BID BOND**

Each Bid shall be accompanied by a bid bond or cashier's check in the amount of \$100,000 (one hundred thousand dollars) payable to New Haven Unified School District. If bidder chooses to submit a bid bond, such bond shall be obtained from an insurance organization authorized by the Insurance Commissioner to transact the business of insurance in the State of California at the time of the Bid ("Admitted Surety"). Failure to submit either form of Bid security in the proper amount may result in rejection of the Bid.

The bid security received for each proposal rejected by New Haven Unified will be returned within ten days of opening the bids. The bid security for each proposal remaining under consideration by New Haven Unified will be retained until a Contract has been fully executed, and all bonds and insurance in compliance with the requirements of the Contract provided. Except as described in the next paragraph, the bid security accompanying each proposal remaining under consideration by New Haven Unified shall be returned within ninety (90) days following the receipt of proposals.

The bid bond or cashier's check is given as a guarantee that the Bidder will timely enter into the Contract, if awarded. In the case of refusal or failure to enter into said Contract within ten (10) calendar days after New Haven Unified provides notification of award of the Contract, New Haven Unified shall be entitled to declare the bid security forfeited, whereupon New Haven Unified may negotiate the bid security and retain the proceeds as liquidated damages. New Haven Unified may also award the Contract to another Bidder. Notwithstanding the preceding two sentences, New Haven Unified shall be entitled to pursue all other remedies in law or equity to such

breach including, but not limited to, seeking recovery of damages for breach of contract. This paragraph shall apply to each successive Bidder awarded the Contract by New Haven Unified.

## **J. OBTAINING INFORMATION**

### 1. Outside Sources

New Haven Unified reserves the right to obtain from any and all sources, information concerning a Bidder which New Haven Unified Contract Committee deems pertinent to this RFP and to consider such information in evaluating the Bidder's proposal.

### 2. Inspections

By submitting a Bid Proposal, each Bidder grants New Haven Unified the right to make on-site inspections of the Bidder's facilities and vehicles and any proposed subcontractor facilities and vehicles which New Haven Unified Contract Committee deems pertinent to evaluate the Bidder's proposal and to consider any information received in evaluating the Bidder's proposal.

### 3. References and Waiver

Bidder understands and acknowledges that the district is entitled to obtain a complete and frank assessment of Bidder's performance at other District and public agencies. Bidder waives any right it may have against listed reference statements made in good faith to the District.

## **K. PROPOSAL COSTS**

New Haven Unified shall not be liable for any cost incurred by a Bidder in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

## **L. VEHICLE FACILITY**

New Haven Unified requires that the successful Bidder describe the vehicle transportation facility to be used to serve the needs of New Haven Unified and its students.

## **M. BID PROPOSAL DISCLOSURE**

All proposals submitted by Bidders are confidential and are not public records. Bid documents that are not successful will be returned to the submitting bidder within ninety days after bid opening. It is the intent of New Haven Unified that the proposals selected by the District shall remain confidential until the Contract resulting from this RFP is signed by New Haven Unified and the successful Bidder. Thereafter the successful proposal shall be deemed as a public record with the



exception of the successful bidder's financial statement.

#### **N. NOTIFICATION**

Bidders whose proposals have not been selected for award will be notified in writing.

#### **O. TRANSPORTATION DATA**

Enclosed with the proposal documents and labeled "Transportation Data" (Attachment C) is data summarizing current operating levels. This information is provided to assist Bidders in formulating their proposals. New Haven Unified Contract Committee cautions that this information may be approximate and reflects current available data. New Haven Unified does not intend any Bidder to rely on the accuracy of the information in submitting his/her proposal. An increase or decline in enrollment of Wheelchair and Ambulatory Transportation students may occur beginning in the 2016-17 school year.

#### **P. INSURANCE**

Within ten (10) working days of Award of Contract, the Bidder shall file certificates of insurance and endorsements to each of the insurance policies as specified in Paragraphs evidencing 1) that all required insurance and the coverage afforded is primary to the full limits of liability of each policy, and that, and if New Haven Unified, or their respective directors, officers, or employees have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only 2) naming New Haven Unified, and the directors, officers, and employees as an additional insured with respect to the coverage described in Paragraph T. The Bidder shall not commence operations under this Contract until all insurance required has been approved by New Haven Unified. Each of the insurance companies must be acceptable to New Haven Unified and be duly and legally licensed to transact business in the State of California. Certificates and endorsements shall be issued at the expense of the Bidder and shall be maintained by him/her at the Bidder's expense during the entire life of the Contract.

Certificates and endorsements of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days after the receipt of the registered notice of cancellation or reduction of coverage by New Haven Unified and such notice is to be sent to the New Haven Unified care of the Director. In addition, Bidder shall, within 10 days of policy cancellation, notify New Haven Unified in writing of such lapse in coverage.

#### **Q. WORKER'S COMPENSATION**

In submitting a bid for this RFP, the Bidder agrees to have in effect during the entire life of the Agreement, Workers' Compensation and Employer Liability Insurance

providing full statutory coverage. In signing this contract, the Bidder makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance within the provision of the Code, and I will comply with such provisions before commencing the performance of this contract."

## **R. AUTOMOBILE AND GENERAL LIABILITY INSURANCE**

The Bidder shall take out and maintain during the life of the Agreement such General Liability and Automobile Liability Insurance providing protection against Bodily injury Liability and Property Damage as shall protect him/her, while performing work covered by the Contract, from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from the Bidder's operations under the Contract, whether such operations are by him/herself or by anyone directly employed or retained by either of them. The limits of liability for each policy, both on a per accident or occurrence basis, and the aggregate amounts of such insurance, the exclusions, and the deductibles shall all be acceptable to New Haven Unified.

## **S. EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the Bidder agrees as follows:

The Bidder will not discriminate against any employee or applicant for employment of race, color, sex, physical or mental disability or national origin. The Bidder will take affirmative action or ensure applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, physical or mental disability or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Bidder will, in all solicitations or advertisements for the employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical or mental disability or national origin. In the event of the Bidder's non-compliance with the provisions of this Article or with any other pertinent law or regulation pertaining to non-

discrimination in employment, this contract may be canceled, terminated or suspended in whole or in part.

Refer: Labor Code Sections: 1735, 1777.5, 1776

#### **T. PREVAILING LAW**

In the event of any conflict or ambiguity between these instructions and Federal, State and Local law or regulations, the latter shall prevail. Additionally, all services to be performed under the bid proposal shall conform to all applicable requirements of Federal, State and Local law.

#### **U. RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT**

If the Bidder defaults, by not providing Wheelchair and Ambulatory Transportation Services as required by New Haven Unified, the New Haven Unified School District may procure the 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 Performance Bonds, if any, or by suit against the Bidder.

#### **V. SPECIAL INSTRUCTIONS**

All bid documents submitted automatically become the property of the New Haven Unified. New Haven Unified reserves the right in its sole discretion to:

- a. Reject or modify any or all bids.
- b. Waive any informality, technical defect, or clerical error.

Expenses for developing the bid documents are entirely the responsibility of the Bidder and shall not be chargeable to New Haven Unified.

Any information which may have been released either orally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither New Haven Unified nor Bidder.

#### **W. NON-COLLUSION**

In submitting a bid for this RFP, Bidder declares that the Bid is not made in the interest of, or on behalf of any undisclosed person, partnerships, 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 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 or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**X. FILING OF BID PROTESTS**

1. Bidders may file a "protest" of a contract award with New Haven Unified. The protest must be filed in writing within seven (7) calendar days after the District issues a Notice of Intent to Award Contract.

2. In order for a Bidder's protest to be considered valid, the protest must: Be filed timely and in writing as detailed in this Article.

Clearly identify in detail the specific issues related to the bid protest.

Clearly identify in detail the specific New Haven Unified recommendation or action being protested.

Clearly identify in detail the specific grounds of the protest and all facts supporting the supporting the particular protest.

Include all relevant and supporting documentation with the protest at the time of filing.

3. If the bid protest does not comply with each and every one of the requirements set forth in this Paragraph, it will be rejected as invalid.

4. If a protest is valid, New Haven Unified shall review the basis of the protest, along with all relevant information and documents, and will provide the protesting bidder a written decision.

5. New Haven Unified will not execute an Agreement with the successful Bidder and shall be excused from its obligation until New Haven Unified issues its written decision(s) on all bid protests.

Refer: Public Contract Code section 7106  
Code of Civil Procedure section 2015.5

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# ***PROPOSAL QUESTIONNAIRE***

## PROPOSAL QUESTIONNAIRE

The *Proposal Questionnaire* is integral to this Request for Proposal (RFP). The responses provided herein will be used to evaluate contractor qualifications to perform the required special education pupil transportation services. The *Proposal Questionnaire* must be filled out accurately and completely. It is to be submitted with the other parts of your proposal. The reproduction of said documents is permitted so long as reproduced copies are exactly the same in size, format and content as the forms prepared by the New Haven Unified School District ("New Haven Unified"). Any proposal submitted in altered form may result in rejection of such proposal at the option of the New Haven Unified. Any errors, omissions or misrepresentations of the information may be considered basis for rejecting the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

Where adequate space is not provided for an answer, or where your answer will not fit into the space provided, please attach additional sheets marked with the question they address (i.e., I.C.5).

When completed, the *Proposal Questionnaire* and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Wheelchair and Ambulatory Transportation Services. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow during the term of this Agreement in providing Wheelchair and Ambulatory Transportation Services to the Policy Board of New Haven Unified.

### I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

#### A. FIRM

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax/Email: \_\_\_\_\_

\_\_\_\_\_

B. TYPE OF ORGANIZATION

Corporation (List officers and positions):

State in which incorporated:

Subsidiary (Give name and address of Parent Corporation):

Is your firm publicly held:

Yes  No

If not publicly held, name the private individual or families who own more that 20% of your firm, or name the general partner or sole proprietor:

C. FEDERAL IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER

As a condition of submitting a proposal and accepting an award of contract with New Haven Unified, each Bidder must provide the following information. A corporation must furnish a certificate attesting to the existence of the corporation and the authority of officers to sign contracts and other documents.

Corporation	Fed ID #	_____
Partnership	Fed ID #	_____
Individual	SSN#	_____
Other	Individual Name	_____
	Fed ID #	_____
	SSN#	_____

D. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school Wheelchair and Ambulatory Transportation Services under a contract with a school district, non-public school, or County Office of Education?

Yes  No  Number of Years: \_\_\_\_\_

Number of school district contracts in California:

Number of school district contacts outside California:

Number of non-public school contracts:

Number of contracts with County Offices of Education: \_

2. List all transportation permits (City and State) under which you currently operate:

3. Are you currently, or have you ever, provided transportation services for any school Superintendent, non-public school, or County Superintendent of Schools in the State of California?

Yes  No  Number of Years: \_\_\_\_\_

4. Are you currently, or have you ever, provided transportation services in California for special education students?

Yes  No  Number of Years: \_\_\_\_\_

5. For every Local Education Agency (LEA) or non-public school in California to which your firm currently provides, or has provided, pupil transportation under contract within the last five years, please provide the name and location of the LEA or non-public school, and the name and phone number of an authoritative contact person. Also, please provide the:

a. Name of your firm's current or last terminal manager at the location, and the manager's length or service at that location;

b. Types of transportation services your firm provides under the Contract; (regular home-to-school, wheelchair transportation, special education, desegregation, other);

c. Number of buses involved;

d. When the contract term began and when it is scheduled to terminate; and

e. If employees are covered under a collective bargaining agreement, provide the:



1. Name of labor organization.
2. Name of president/business manager and their phone number.
3. Copy of Collective Bargaining Agreement.

## II. MANAGEMENT AT THE TERMINAL

- A. The individuals holding the positions of Terminal Manager, Operations Supervisor, Safety and Training Coordinator, and Maintenance Supervisor, whether these positions are held by one or by several persons, are critical to the provision of consistently high quality pupil transportation services. While New Haven Unified understands that your firm may not be able to name the specific individuals your firm will assign to these management positions, New Haven Unified requests that for each position, list no more than three candidates who may be assigned to the New Haven Unified operation. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless New Haven Unified has specifically rejected one of more of your proposed candidates. If your firm is awarded this contract, you may substitute individuals not named in this proposal with the written permission of the New Haven Unified Director. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide New Haven Unified with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the New Haven Unified operation, please provide the following information on a separate page:

1. Name and proposed title of the person who may be selected to fill terminal management positions.
2. Tenure with your firm in years.
3. Experience in related positions within your firm or with other firms in years.
4. Current and two most recent previous positions, including location (County/District) of the position, the position's title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held.

- B. On a separate page, please provide a job description for each terminal management position you propose to assign this contract.
- C. On a separate page, please provide an organization chart of your firm as it would relate to the New Haven Unified operation (it should provide the number of layers in your firm and the lines of accountability).
- D. Provide the name(s) of those persons within your firm who would have immediate authority over the General Manager you propose in item A above, and those who advise terminal management in the areas of: 1) Operations; 2) Training and Personnel; 3) Safety; and 4) Maintenance. Please provide the following information for each of these persons:
  - 1. Name: \_\_\_\_\_
  - 2. Location of staff member's office: \_\_\_\_\_
  - 3. Tenure with your firm in years: \_\_\_\_\_
  - 4. Experience in related position within your firm or with other firms in years
  - 5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the date between which the position was held
- E. Provide an explanation of the training given to your terminal managers.
  - 1. Number of hours:
  - 2. Type of training (list components covered):

**III. OFFICE PERSONNEL**

- A. The individual holding the position of Dispatcher, whether or not this position is held by one or several persons, is critical to the provision of consistently high quality pupil transportation services. Provide a delineation of duties for the dispatcher.
- B. The critical daily working hours of this position are from 6:00 am to 10:00 am, and 1:00 pm to 5:00 pm. Our expectation is that a person will be assigned as back up to the primary dispatcher during these hours. Provide a delineation of duties for the backup to the primary dispatcher.

**IV. BUS DRIVER PERSONNEL**

- A. State the number of bus drivers you now have employed in California:

Regular Education: \_\_\_\_\_ Special Education: \_\_\_\_\_

Other: \_\_\_\_\_

B. In all other states:

Regular Education: \_\_\_\_\_ Special Education: \_\_\_\_\_

Other: \_\_\_\_\_

C. What methods do you use in recruiting and applicant screening?

1. What information do you use and how do you gather it?
2. What criteria or standards do you use and for what reasons might you reject an applicant?
3. Do you require all terminal employees to be drug/alcohol tested?

Yes  No

Explain:

4. How do you conduct background checks on drivers?
5. Do you conduct such checks at both the time of hire and periodically during employment, such as every three years?
6. How do you inform the District of any crimes committed by drivers?

D. Do you check driver applicant references?

Yes  No

E. Do you require your drivers to be fingerprinted and screened by the Dept. of Justice, as a condition of employment?

Yes  No

F. Describe your driver testing procedures. If available, provide samples of your testing manual.

G. What percentage of your driver applicants are hired directly as

certified school bus drivers who hold a DMV "California Special Driver Certificate"?

- H. Are Department of Motor Vehicles driving records of all your applicant drivers evaluated during the selection process?

Yes  No

- I. After hire, are DMV driving records of all your drivers reviewed on a regular basis? If so, how often?

- J. During the last 3 years, what is the annual percentage of drivers employed by your firm who have been:

Fired: \_\_\_\_\_ Resigned: \_\_\_\_\_

- K. How many substitute drivers do you have available, and how often have you used them during the past year?

- L. Describe your current or proposed training program for new driver applicants who have no experience driving school buses.

Describe the program components and content of your training program. (If available, provide the outline or course of study and who conducts the driver training sessions.)

1. How long is the program:

a. Number of hours in the classroom:

b. Number of hours behind the wheel

2. Describe the components of the program and the number of hours devoted to each component.

3. Are driver applicants paid while they receive training?

Yes  No

4. What percentage of driver applicants enters your training program?

5. Do you evaluate applicants immediately before they are tested for certification?

Yes  No

6. What proportion of new driver applicants entering your program gain a DMV "California Special Driver Certificate" as a School Bus Driver within a specified period after entering the program?

\_\_\_\_\_ % Within \_\_\_\_\_ period.

M. Describe your in-service driver training and retraining program, including the field supervision components in this program on the content of training. (If available, provide the outline or course of study.)

1. How frequently do you offer in-service training sessions?

2. Are any independent reviews of training quality conducted on your training programs?

Yes  No

If so, describe the most recent reviews:

3. How do you identify those drivers for whom retraining will be required?

N. Does your current driver training program include a section on transportation service for special education wheelchair students? Describe and if available, provide the outline or course of study.)

Yes  No

Describe:

O. Describe your current or proposed driver motivation program. Explain how the program takes into account appropriate interactions with students, safety, attendance, on time route performance, tenure on the job:

1. Does your motivation program offer progressive rewards?

Yes  No

2. Can drivers participate in defining and developing standards and rewards?

Yes  No

3. What monetary rewards are offered?

4. What non-monetary rewards are offered?

P. Describe your current or proposed driver discipline program. Explain how the program takes into account inappropriate behavior or handling of students, absences, tardiness, and complaints (those which can be verified and are deemed serious).

1. Does your discipline program offer progressive penalties?

Yes  No

2. Can drivers participate in defining and developing standards and penalties?

Yes  No

3. What monetary penalties are imposed?

4. What non-monetary penalties are imposed?

5. If available, provide copy of Disciplinary Policy.

Q. Describe the wage and benefit plan you would expect to implement for this contract:

Fringe benefits other than those required by law. Life Insurance (amount, cost, etc.) Retirement Plan (eligibility, benefit formula, employee cost, employer contributions, etc.)

- Medical/Hospitalization Plan (maximum benefit, annual deductible, coinsurance amount, stop-loss amount, employee cost, employer contribution, etc.)
- Dental Plan (coverage, cost, etc.)
- Sick Leave provision
- Holidays (paid)
- Vacation (paid)
- Unemployment Compensation
- Profit Sharing Plan
- Uniform Policy
- Dress Code
- Seniority

**V. SAFETY PROGRAM AND ACTIVITIES**

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

**VI. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Describe the formal, scheduled preventative maintenance program for vehicle fleets managed by your firm.
- B. Provide samples of any checklists utilized for each type of preventative maintenance program and describe your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.
- C. Do you require any daily written reports from your drivers on the condition of their vehicles?  
Yes  No

If so, briefly describe and provide a sample of these reports (including your daily vehicle checkout report form) and note their frequency.

- D. Describe any other methods of identifying defects in your vehicles:
- E. Describe how your firm ensures that serious safety related or potentially damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected.

Describe how your firm ensures that identified defects are generally corrected in a logical order and within a reasonable time.

F. Does your firm maintain and evaluate records of on-road failures?

Yes  No

If so, how many on-road failures, per month, per hundred vehicles, have your firm experienced, on average, during the past year?

G. What percentage of time were your vehicles out of service for inspection, maintenance, repair, or other reasons, during the past year?

H. Have you ever had any State Highway Patrol come onto your property, inspect your buses, and determine that your buses contained mechanical flaws that would make the buses unsafe to operate? Please provide the District name(s) and a description(s) of these situations.

I. Do you have a manpower or mechanic allotment schedule? (Number of vehicles per mechanic, etc.) Briefly describe this schedule.

Yes  No  Describe:

J. Describe the qualification and experience requirements for your maintenance personnel?

## **VII. FLEET PROFILE**

- A. Provide a listing of vehicles proposed for use in this contract. Identify vehicles by age, year of manufacture, manufacturer and model, and school bus type, weight, passenger capacity, wheelchair capacity, fuel type and passenger restraint systems.
- B. What are the "Emission Reduction Strategies" that you currently use?

## **VIII. INSURANCE DATA**

- A. Furnish data on the number of lawsuits filed, settlements, judgments and jury awards for the past five (5) years.

## **IX. FINANCIAL AND CREDIT DATA**

Submit credit references, including at least five trade or industry suppliers with whom you regularly transact business, including bank references. Has your firm been notified by any state agency that it



considered revoking your pupil transportation license for violations of pupil transportation and/or school bus operating regulations? If so please provide documentation.

**X. TRANSPORTATION PLAN**

Provide a plan and schedule for implementing the Agreement for Wheelchair and Ambulatory Transportation Services should your firm be selected as the successful bidder. Your schedule and plan should address:

1. Acquisition of vehicles, facility, and equipment;
2. Recruitment/relocation, if necessary, of management and supervisory personnel; and
3. Recruitment, training, and hiring of drivers and mechanics; and employee orientation, schedules, and other contract requirements.

**XI. OTHER RELEVANT INFORMATION**

- A. Explain and list the type of reports your terminal manager will provide to New Haven Unified (state reports, in-house reports, etc.):
- B. Explain training that is given to the local office staff (i.e., telephone skills, stress management, etc.):
- C. Provide an explanation or description of the evaluation procedure your firm uses to measure customer satisfaction:
- D. Please provide references of (4) four school districts for whom you have worked in the last seven (7) years. Your answer should include the name of the school district, and telephone number and name of the responsible school administrator.
- E. Have you ever had one of your contracts with a school district, county office or SELPA terminated in the last five years (5)? Have you terminated an agreement with a school district, county office or SELPA in the last (5) five years? If the answer is yes, please identify the school district and the date of the termination.
- F. Provide a list of school districts which elected to cancel classes as a result, whether direct or indirect, of contractor's failure to perform. Reasons include, but are not limited to a lack of proper personnel qualifications, routing complications, equipment or employee shortages, labor issues, insufficient or non-compliant school bus fleet.

- G. Have there been any claims made on your performance bond by any school district, county office or SELPA in the last five (5) years. If the answer to foregoing question is "yes", please state the name of the District, the date of the claim and how the claim was resolved:
  
- H. Have you been named as a defendant in personal injury lawsuit arising from your providing transportation agencies for a public agency? If the answer to the foregoing question is "yes", please provide the name of the state in which the suit was brought, the case number and describe how the lawsuit was resolved:

***Failure to adequately address these questions may deem the Company's proposal as non-responsive.***

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in response to the questions contained in this *Proposal Questionnaire* is complete and accurate to the best of my knowledge. I understand that if New Haven Unified awards a Contract for Wheelchair and Ambulatory Transportation Services to my firm that the information and commitments made within this *Proposal Questionnaire* will become an integral part of the Contract between New Haven Unified and my firm.

Name of Firm: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Title \_\_\_\_\_

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

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***PROPOSAL FORM PRICE SCHEDULE  
(COST PROPOSAL)***

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## PROPOSAL FORM PRICE SCHEDULE (COST PROPOSAL)

IN CONSIDERATION of the performance on the part of the Bidder of the terms of the Agreement for Wheelchair and Ambulatory Transportation Services, the Bidder is proposing the following sums for pupil transportation services rendered.

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

Rate per bus per day, wheelchair: \_\_\_\_\_

Rate per bus per day, ambulatory: \_\_\_\_\_

Rate per van per day, wheelchair: \_\_\_\_\_

Rate per van per day, ambulatory: \_\_\_\_\_

2. Therapy trips, during or outside of regular school hours:

Rate per mile of service, wheelchair: \_\_\_\_\_

Rate per mile of service, ambulatory: \_\_\_\_\_

3. Field trip rate, trip as specified by special request, on equipment in normal use for above service:

Wheelchair:

Cost per hour of service: \_\_\_\_\_

Cost per mile of service: \_\_\_\_\_

Ambulatory:

Cost per hour of service: \_\_\_\_\_

Cost per mile of service: \_\_\_\_\_

4. Include any and all associated costs related to wheelchair and ambulatory transportation.

Other:

Cost per hour of service: \_\_\_\_\_

Cost per unit \_\_\_\_\_

# **CURRENT TRANSPORTATION DATA**

## ATTACHMENT C

This information is approximate, reflects current data, and is provided to assist Bidders in formulating their proposals. An increase or decline in enrollment of Special Education wheelchair students may occur beginning in the 2016-17 school year.

New Haven Unified School District	
TRANSPORTATION (WHEELCHAIR) DATA - APRIL, 2016	
<b>2016-2017 Home /School Transportation</b>	
Number of Days	180
Number of SP. Ed. Students, Ambulatory	105
Number of buses currently used for Ambulatory	16
Number of Sp.Ed. Students, Wheelchair	18
Number of buses currently used for Wheelchair	8
<b>Extended School year</b>	
Number of Days	24
Number of Sp. Ed. Students, Ambulatory	6
Number of Sp. Ed. Students, Wheelchair	8
<b>Additional Transportation</b>	
Therapy	6
Non Public School	2

Disabling conditions of the students to be transported will include, but not be limited to: Autism, Mental Retardation Emotional Disturbance, Orthopedically Handicapped, Hearing Impaired, Vision Impaired, or any combination of the above.

For the 2015-2016 school year, the area covered for transportation of students to schools outside of the SELPA boundaries includes Non-Public Schools.

**ATTACHMENT D**

<b>New Haven Unified School District</b>			
<b>TRANSPORTATION (WHEELCHAIR) DATA - APRIL, 2016</b>			
<b>AM Address</b>	<b>PM Address</b>	<b>Class times</b>	<b>W/C</b>
<b>James Logan High [8:40 a.m. - 3:25 p.m.]</b>			
4585 Darcelle Dr	4585 Darcelle Dr	8:40-3:25	X
5063 Anaheim Loop	5063 Anaheim Loop	8:40-3:25	X
1936 Abreu Way	1936 Abreu Way	8:40-3:25	X
1836 Tulane St.	1836 Tulane St.	8:40-3:25	X
32706 Fowler ct.	32706 Fowler ct.	8:40-3:25	x
4518 Alvarado Blvd	4518 Alvarado Blvd	8:40-3:25	X
31168 Carroll Ave	31168 Carroll Ave	8:40-3:25	X
31872 Kennet St.	31872 Kennet St.	8:40-3:25	X
30718 Wainwright Ct.	M-W: 4086 Deep Creek Rd. TH-F: 33530 Paseo Padre Pkwy	8:40-3:25	X
<b>Delaine Eastin Elementary [8:00 a.m. - 2:00 p.m.]</b>			
33724 14th St.	33724 14th St.	8:00-11:20	X
32875 Mission Blvd.	32875 Mission Blvd.	8:00-2:00	X
4844 Tammy Ct.	4844 Tammy Ct.	8:00-11:20	X
24 Union Square Apt # 548	24 Union Square Apt # 548	8:00-11:20	X
<b>Itliong-Vera Cruz Middle School [8:20 a.m. - 2:55 p.m.]</b>			
5508 New Harbor Ct.	5508 New Harbor Ct.	8:20-2:55	X
<b>Searles Elementary [8:00a.m. - 2:00 p.m.]</b>			
4182 Glen wood Ter. #2	4182 Glen wood Ter. #2	8:00-11:20	X
4750 Delores Dr.	4750 Delores Dr.	8:00-2:00	X
33757 Trailside way	33757 Trailside way	8:00-2:00	X
815 D. St.	815 D. St.	8:00-2:00	X

\*\* Number of Ambulatory Students: 105

**STANDARD AGREEMENT FOR  
WHEELCHAIR AND AMBULATORY  
TRANSPORTATION SERVICES**

[Attached]



# New Haven Unified School District

UNION CITY • SOUTH HAYWARD • (510) 471-1100

34200 ALVARADO NILES ROAD • UNION CITY • CA 94587

## BOARD OF EDUCATION

Michelle Parnala  
Linda Canlas, Clerk

Sarabjit Cheema, Member  
Jonas Dino, Member  
Michael Ritchie, Member

## CO-SUPERINTENDENTS

Arlando Smith  
Akur Vardarajan



## CONTRACT AGREEMENT BETWEEN THE NEW HAVEN UNIFIED SCHOOL DISTRICT AND

This Agreement is dated for convenience on \_\_\_\_\_ and is entered into between \_\_\_\_\_, (hereinafter "Contractor") and the New Haven Unified School District (hereinafter "District").

WITNESSTH, that the Contractor and the District, for considerations stated herein, mutually agree as follows:

### 1. SERVICES CONTRACTOR AGREES TO PERFORM

The Contractor shall provide the District with [Wheelchair and Ambulatory Transportation Services](#) to all requesting sites and administration offices as per [RFP #767 \(Bid/RFP#\)](#), received and opened on \_\_\_\_\_ consisting of signed Purchase Agreement Proposal, General Terms, Conditions, Instructions and Information for Bidders, Special Conditions and Bid Sheet. All Terms and Conditions of the RFP become part of this Contract.

### 2. INFRINGEMENTS – INDEMNIFICATION

The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits. The Contractor agrees to hold the New Haven Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

### 3. COMPENSATION

The Contractor shall be paid as per the RFP. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and

timely manner as set forth in Section 1 of this Agreement. The amount of money to be paid to the Contractor under this Agreement shall not exceed \_\_\_\_\_. If the scope of work described herein is increased, the Agreement amount may also be increased, provided that there is a prior written modification to the Agreement *and* a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

#### **4. TERM OF AGREEMENT**

The term of the contract shall be from [July 1, 2016](#) to [June 30, 2017](#). This contract may be extended for a period or periods or up to [four \(4\)](#) additional years by mutual agreement.

#### **5. INSURANCE**

The Contractor shall provide all required certificates of insurance and performance bonds as evidence thereof.

Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:

##### **AUTOMOBILE AND GENERAL LIABILITY INSURANCE**

The Bidder shall take out and maintain during the life of the Agreement such General Liability and Automobile Liability Insurance providing protection against Bodily injury Liability and Property Damage as shall protect him/her, while performing work covered by the Contract, from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from the Bidder's operations under the Contract, whether such operations are by him/herself or by anyone directly employed or retained by either of them. The limits of liability for each policy, both on a per accident or occurrence basis, and the aggregate amounts of such insurance, the exclusions, and the deductibles shall all be acceptable to New Haven Unified School District.

Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments with limits of not less than \$1,000,000 for each occurrence and \$2,000,000.00 for General Aggregate.

- a. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- b. Professional Liability insurance with limits of not less than \$1,000,000 for each occurrence.
- c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 or Statutory Limits per each accident.

- d. Employers Liability insurance with limits of not less than \$1,000,000 for each occurrence.
- e. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
- f. Certificate of Insurance, satisfactory to the District, evidencing all coverage above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
- h. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
  - Name as additional insured the New Haven Unified School District, its board, officers and employees.
  - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
  - The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

## **6. TERMINATION**

In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Chief Business Officer may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

Upon receipt of written notice that this Agreement is terminated, the Contractor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Contractor has not previously been compensated as per Section 3. Upon approval and payment of this invoice

by the District, the District shall be under no further obligation to the Contractor, monetary or otherwise.

**7. CONTRACTOR'S DEFAULT**

Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6 herein. Such a termination shall not waive any other legal remedies available to the District.

**8. ENTIRE CONTRACT**

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver or of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

**9. ASSIGNMENT**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District.

Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

**10. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES**

The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

**11. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

**12. BUDGET AND FISCAL PROVISIONS**

The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Business Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

**13. CONFLICT OF INTEREST**

Contractor understands the following and certifies that it does not know of any facts which constitutes a violation

Contractor hereby certifies that no current Board member or employee of the New Haven Unified School District, and no one who has been a Board member or who has been employed by the New Haven Unified School District within the past two years has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest.

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

**14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor agrees that all information

disclosed by the District, its employees or students. The Contractor also understands and agrees that the disclosure of such information by violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

**15. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:

If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Chief Business Officer may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Chief Business Officer. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

**16. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Chief Business Officer who shall decide the true meaning and intent of the Agreement. The Chief Business Officer's decision shall be final and conclusive.

**17. AGREEMENT MADE IN CALIFORNIA: VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County.

## **18. LAWS AND REGULATIONS**

Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

## **19. NON-COLLUSION**

Bidder declares that the Bid is not made in the interest of, or on behalf of any undisclosed person, partnerships, 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 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 or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## **20. SUBCONTRACTING**

The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

## **21. NON-DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

## **22. SAFETY AND SECURITY**

It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

**23. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act.

**CONTRACTOR:**

\_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Date)

**DISTRICT:**

**New Haven Unified School District:**

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

\_\_\_\_\_  
CO-SUPERINTENDENT/CBO  
Superintendent or Designee

\_\_\_\_\_  
(Date)