

# SAN GABRIEL UNIFIED SCHOOL DISTRICT



**RFP No. 1007**  
**PASSENGER VEHICLE SPECIAL EDUCATION**  
**PUPIL TRANSPORTATION SERVICES**

**Submit Proposals by: 11:00 a.m. on May 9, 2018 to:**  
**San Gabriel Unified School District**  
**Purchasing Department**  
**408 Junipero Serra Drive**  
**San Gabriel, California 91776**  
**Attn: Melissa Hernandez, Purchasing Supervisor**  
**(626) 451-5429**  
**[hernandez\\_my@sgusd.k12.ca.us](mailto:hernandez_my@sgusd.k12.ca.us)**

<b>Issue Date:</b>	<b>April 19, 2018</b>
<b>Deadline for Submission of Written Questions</b>	<b>May 2, 2018 – 11:00 a.m.</b>
<b>Proposal Due:</b>	<b>May 9, 2018 – 11:00 a.m.</b>

# SAN GABRIEL UNIFIED SCHOOL DISTRICT



## NOTICE TO CONTRACTORS CALLING FOR PROPOSALS

**NOTICE IS HEREBY GIVEN** that the San Gabriel Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **11:00 a.m. on Wednesday, May 9, 2018**, sealed bid proposals for the award of a contract for RFP No. 1007 Passenger Vehicle Special Education Pupil Transportation Services.

All Proposals shall be made and presented on bid proposal forms furnished by the District. Proposals shall be received in the Purchasing Department at the San Gabriel Unified School District, 408 Junipero Serra Drive, San Gabriel, CA 91776. Each proposal must be sealed and marked RFP No. 1007 Passenger Vehicle Special Education Pupil Transportation Services. Proposal packets will be available on the San Gabriel Unified School District website: [www.sgusd.k12.ca.us](http://www.sgusd.k12.ca.us)

Each bid proposal must conform with and be responsive to the contract documents. Proposals received after the above stated time will be returned to proposer unopened.

Each bidder shall be required to submit with their proposal a bid security in the form of a certified or cashier's check, or a satisfactory bid bond in favor of the San Gabriel Unified School District, executed by the proposer as principal and a satisfactory surety company as surety in the amount of Five Thousand Dollars (\$5,000.00). The certificate, check, or bid bond shall be given as a guarantee that the proposer will execute a Contract, if awarded, in accordance with the proposal documents.

The Board of Education reserves the right to reject any or all Proposals or any portion thereof, and to waive any irregularities or informalities as deemed to be in the best interest of the students of San Gabriel Unified School District.

Melissa Hernandez  
Purchasing Supervisor  
San Gabriel Unified School District  
Los Angeles County, California

***Publish: April 19 and April 26, 2018***

**RFP No. 1007**  
**SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES**  
**FOR THE SAN GABRIEL UNIFIED SCHOOL DISTRICT**

## **INFORMATION FOR PROPOSERS**

### **A. INTRODUCTION**

The Governing Board of the San Gabriel Unified School District is seeking proposals for Passenger Vehicle Special Education Pupil Transportation Services. These services include, but are not limited, to transportation to and from home for all bell schedules, including the transportation of ambulatory and non-ambulatory students with physical, mental or emotional disabilities. Transportation may also be needed for field trips or other destinations as required.

This solicitation for proposals is for passenger vehicle Special Education Pupil Transportation services only (not daily school bus).

These Instructions to Proposers are expressly included in and made a part of the Contract for these services, in addition to any instructions or conditions stated elsewhere in the Proposal documents.

It is the responsibility of the proposer to check the District website at [www.sgusd.k12.ca.us](http://www.sgusd.k12.ca.us) for any additional information or addenda before submitting a response.

### **B. DEFINITIONS**

Whenever the words and terms set forth in this paragraph appear in any of the Contract Documents, they shall have the following meaning:

1. "Proposal" as used herein consists of all of the following:
  - a. A completed Proposal Form.
  - b. A completed Proposer's Questionnaire.
  - c. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
  - d. A copy of the Contract.
  - e. Non-collusion Affidavit.
  - f. Criminal background investigation/fingerprinting certification.
2. "Proposer" as used herein includes: A Proposer who submits a proposal, a Proposer to whom a contract is awarded, and a Proposer who has entered into a contract with the District.
3. "Board" shall mean the Board of Education of San Gabriel Unified School District, Los Angeles County, State of California.
4. "Buyer" as used herein means San Gabriel Unified School District.
5. "Contract" shall mean the complete contract which includes all of the contract documents.
6. "Contract Documents" as used herein includes the contract, any addenda or subsequent amendments thereto, and all of the Proposal Documents.

7. “Contractor” shall mean the Party entering into a contract with the District for furnishing items covered by the contract and his or her authorized agents or legal representatives.
8. “District” shall mean the San Gabriel Unified School District, Los Angeles County, State of California.

### **C. BACKGROUND, OBJECTIVES, AND SPECIFICATIONS**

The San Gabriel Unified School District (“District”) is seeking proposals from established responsible firms with at least three (3) years’ experience in providing special education transportation services to students, including the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities. Proposers must possess and agree to furnish all labor, equipment, transportation, services, licenses and permits, and insurance coverage for the work described in the specifications listed in the attached Proposal Form at the prices specified therein.

Award of a contract, if made by the Board of Education, will be based upon total review and analysis of the factors as presented in these Proposal Documents and what is deemed to be in the best interest of the District. The District reserves the right to make an award without further discussion of the proposals received.

The District reserves the right to accept or to reject any or all proposals and any part thereof and to waive any and all irregularities in any Proposal if it is in the best interest of the District.

#### **1. Award Criteria**

In making the award, the District will take into consideration factors including, but not limited to, the following:

1. Proposer’s experience in special education passenger vehicle operations, to include the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities – a minimum of three (3) years will be required.
2. Proposer’s financial responsibility and capability.
3. Proposer’s operational safety record – safety records at least equal to the state-wide average for passenger vehicle operators in California is required.
4. Proposer’s driver training program.
5. Proposer’s training specific to different types of disabilities.
6. Type, age and condition of vehicles to be used in performance of the Contract, including cameras, routing systems, and GPS. The District anticipates the need for nineteen (19) regular vehicles and one (1) vehicle with wheelchair accommodation.
7. Proposer’s proof of drug testing and participation in a full notice program.
8. Assurance that the Proposer will be in effective operation by the starting date of the Contract.
9. Adequate insurance coverage as required by the Contract.
10. References

Without limitation to the District’s right to reject proposals, as set forth herein, if, at the time set for the award of the Proposal, the Board of Education has failed to appropriate or allocate funds for future periodic payments under the proposed contract, the Board of Education reserves the right to reject all proposals.

Award will be made in aggregate for all services required.

## **2. Evidence of Responsibility; Certifications, and Assurances**

- a. Prior to award, the District may require submittal of certifications, documents and assurances from Proposer which will include, but not be limited to, the following:
- i. Evidence of responsibility in the following areas: the Proposer's financial resources, insurance coverage, business history, vehicle maintenance, special education pupil transportation experience including the transporting of ambulatory and non-ambulatory students and students with other disabilities, and ability to provide service.
  - ii. A letter of organization listing the firm's members, officers, and the persons authorized to sign legal documents. Should a change be contemplated in the name of the successful Proposer's legal entity, the Proposer shall first notify the Purchasing Supervisor in order that proper steps may be taken to have the change reflected in the Contract.
  - iii. Evidence prior to award that Proposer owns or has guaranteed delivery of equipment required under the Contract.
  - iv. Evidence of Proposer's intent and ability to comply with, the California Highway Patrol and Motor Vehicle Laws, Rules and Regulations, any Federal Minimum Standards governing passenger vehicle transportation of school pupils, and any other applicable laws and regulations during the term of the Contract.
  - v. A letter of commitment from Proposer's insurance provider(s) to provide the insurance coverage as specified in the Contract.
- b. Once the Contract has been awarded by the District, the Contractor, **within fifteen (15) calendar days of written Notice of Award**, shall obtain proof of insurance and endorsements and all contract documents, and provide them to the District. Contractor is not entitled to receive any payment from the District under this contract until the contractually required proof of insurance and endorsements and an executed contract are provided by the Contractor to the District.

## **3. Failure to Perform Following Award**

If a Proposer to whom an award is made, refuses or fails to execute the Contract and return the required insurance certificates within fifteen (15) working days after the award of the Contract, the District may, at its option, determine that the Proposer has abandoned his/her proposal, declare the award of the Contract null and void, and accept the proposal of and make the award to any other Proposer pursuant to the requirements set forth, above.

## **4. Objectives of Contract and Specifications**

The District desires to offer passenger vehicle transportation to special education students. The number of students can vary frequently, depending on need. As of this date, sixteen (16) students are being transported in passenger vehicles. Other background information includes:

1. The ages of the overall student ridership is between 3 and 22.
2. There may be the need to transport non-ambulatory students.
3. Students are being transported to and from home to several non-public school campuses.

4. Students are currently being transported in passenger vehicles such as cars and vans (nine (9) passengers or less).
5. Mid-day transportation may be required for minimum days, local field trips, and other events.
6. Wheel chair stations may be required.
7. The window for drop off and pick up is fifteen (15) minutes before the AM (morning) bell time and fifteen (15) minutes after the PM (afternoon) bell time.
8. Upon arrival at school, students may not leave the vehicle until the student's teacher or aide is present to receive the student at the school site.
9. Upon arrival at home or daycare, students may not leave the vehicle until a parent, guardian, or authorized daycare provider is there to receive the student at the home, group home, or daycare facility.
10. A parent, guardian, or authorized daycare provider may request an "Okay to Drop" form authorizing the transportation provider to drop off the student without adult supervision being present. It is the responsibility of the successful Proposer and drivers to keep track of those students who may be dropped off without adult supervision.
11. Students may require restraints. Restraints must be properly installed in vehicles.
12. The regular school year is 180 days. The extended school year is an additional twenty (20) days (June-July).
13. The District anticipates that a total of nineteen (19) vehicles will need to be available for the current load. Of the nineteen (19), one (1) should have wheelchair stations.

Proposed prices for the above-mentioned daily passenger vehicle special education pupil transportation service are to be submitted at the Proposer's base rate. The District reserves the right to add or delete routes at any time. Provision of special education pupil transportation services will include the transportation of ambulatory and non-ambulatory students and students with physical, mental, and emotional disabilities who require the use of specialized equipment. The successful Proposer must be able to provide appropriate vehicles with lift-gates and other modifications necessary to safely transport such students.

## **5. Contractor Safety Requirements**

The successful Proposer shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Proposer's activities.

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, regulations, and orders.

## **6. Proposer Qualifications**

- a. Proposers must have a minimum of three (3) years of experience in providing special education pupil transportation services for both ambulatory and non-ambulatory students and students with other disabilities, to be considered a qualified Proposer.
- b. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence demonstrating the Proposer's financial resources, the Proposer's experience in the type of work required by the District, the Proposer's equipment and operators available for the performance of the Contract, and any other required evidence of the Proposer's qualification to perform the proposed Contract. The District may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed Contract may result in rejection of the proposal.

- c. Each Proposer and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents.
- d. The successful Proposer shall provide equipment and operators which meet the regulations issued by the federal government and the State of California. The successful Proposer shall be responsible for all fees related to the maintenance and operation of all the equipment and for the licensing of operators.

## 7. Insurance

Contractor shall procure and maintain for the duration of this Contract or any renewal thereof such comprehensive or commercial general liability and automobile as set forth herein as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Insurance shall be procured from 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.

Contractor shall maintain limits no less than:

- a. **Comprehensive or Commercial General Liability Insurance** with limits not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, including coverage for contractual liability, personal injury, and independent contractors;
- b. **Comprehensive or Business Automobile Liability Insurance** with limits not less than \$5,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.
- c. **Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance** with limits not less than \$3,000,000 per occurrence.
- d. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Contract and with workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. During the term of this Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required herein and in compliance with Labor Code section 3700.

The Contractor shall require its subcontractors and any sub-subcontractors to take out and maintain similar 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.

## **PROPOSAL PREPARATION**

A complete Proposal must consist of the following documents:

1. Completed Proposal Form
2. Completed Proposer's Questionnaire
3. Signed Non-collusion Affidavit
4. Signed Workers' Compensation form
5. Completed criminal background investigation/fingerprinting certification
6. Signed Contract
7. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
8. Copy of current business license in jurisdiction of operation.

In order to preserve uniformity and to facilitate the award of Contracts, no proposals will be considered unless made upon forms furnished by the District.

All items on each Proposal form must be filled out.

The Proposer must respond separately for each item, unless otherwise requested herein, and shall indicate on the Proposal Form the unit price for each item listed and the total price for furnishing the total service for each item. The percent or amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the correction shall be initialed in ink by the person signing the proposal. No corrections can be made after the time of opening proposals.

All proposals must give the full business address of the Proposer and must be signed in longhand by the person(s) duly authorized to sign the Proposal Form on behalf of the Proposer.

All proposals must be submitted in sealed envelopes clearly labeled on the outside: "**RFP No. 1007 Passenger Vehicle Special Education Pupil Transportation Services.**" No electronic responses will be accepted. Proposals shall be submitted to:

**San Gabriel Unified School District**  
**Melissa Hernandez, Purchasing Supervisor**  
**408 Junipero Serra Drive, San Gabriel, California 91776**  
**Phone: (626) 451-5429**  
[hernandez\\_my@sgusd.k12.ca.us](mailto:hernandez_my@sgusd.k12.ca.us)

It is the sole responsibility of each Proposer to see that a completed Proposal is received in proper time. Proposers submitting proposals by U.S. Mail will not receive confirmation of delivery. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer, unopened.

**Timeline:** Issue: April 19, 2018  
Questions by: May 2, 2018 – 11:00 AM  
Proposals Due: May 9, 2018 - 11:00 AM



# ***GENERAL TERMS AND CONDITIONS***

## **AGREEMENT**

In compliance with this request for proposals, the selected Proposer(s) will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

## **ALTERATION OR VARIATION OF TERMS**

It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing by the District. In addition, no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing shall be binding on the District.

## **ASSIGNABILITY**

The successful Proposer(s) shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer(s) assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

## **COMPLIANCE WITH STATUTE**

The Proposer(s) warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

## **CONTRACT**

The successful Proposer(s) will be required to sign the District's standard contract for services. A copy of the contract is attached and must be signed and returned with the proposal.

## **CONTRACT TERM**

The initial term of this contract shall be from August 1, 2018 through July 30, 2019 and is renewable for up to four (4) additional years by mutual agreement.

## **DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the contract, if any, is awarded or the District has rejected all proposals. The District will have no liability to Proposer(s) as a result of any public disclosure of submitted materials.

## **DISTRICT INVESTIGATIONS**

The District may perform investigations of Proposers that extend beyond contacting the references identified in the proposals. The District may request that Proposers submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## **ERASURES**

The proposal submitted must not contain any erasures, interlineations, or other corrections.

## **ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

## **FINANCIAL STABILITY**

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

## **FINGERPRINTING REQUIREMENTS**

The Contractor will comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract. Updated lists shall be provided when any changes occur.

## **INDEPENDENT CONTRACTOR**

While performing services for SGUSD, the selected Proposer(s) shall be an independent contractor and not an officer, agent, or employee of the District.

## **INSURANCE REQUIREMENTS**

If selected, Proposer(s) shall obtain, pay for, and maintain in effect during the life of this Agreement the policies of insurance detailed in above.

## **MODIFICATIONS**

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the RFP may result in the rejection of the proposal as not being responsive to the RFP. No oral or telephonic modification of any proposal submitted will be considered.

## **MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to submit more than one response to this solicitation for proposals, unless alternate proposals are specifically called for.

## **NON-COLLUSION DECLARATION**

Proposers are required to submit the attached Non-Collusion Declaration with their Proposals.

### **PREPARATION OF PROPOSAL**

SGUSD is requesting ONE (1) Original and Three (3) copies of the proposal to be submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the RFP number. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

### **SAN GABRIEL UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS**

The San Gabriel Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. The District reserves the right to waive any informalities or irregularities in received submittals. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. This RFP does not obligate San Gabriel Unified School District to negotiate or award a contract. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

### **PRICE, TERMS, AND CONDITIONS**

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

### **QUALIFICATIONS**

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to San Gabriel Unified School District.

### **QUESTIONS REGARDING THE RFP**

Questions regarding this RFP should be set forth in writing and sent via e-mail to [hernandez\\_my@sgusd.k12.ca.us](mailto:hernandez_my@sgusd.k12.ca.us) no later than 11:00 a.m. on Wednesday, May 2. No other person is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

Responses to questions received by the deadline will be posted on the District website at [www.sgusd.k12.ca.us](http://www.sgusd.k12.ca.us). It is the responsibility of the proposer to check this website prior to submitting a proposal.

### **REGULATIONS**

The Proposer's Proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal or state government now in effect or which shall be in effect during the period of such Contract.

### **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District or Board of Trustees. Any such contact shall be grounds for the disqualification of the proposer.

## **SIGNATURES**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

## **STAFF ASSISTANCE**

The District will provide required information and explanations which are pertinent to the work of the selected Proposer(s).

## **STAFFING BY SELECTED PROPOSER(S)**

The selected Proposer(s) shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District

## **SELECTION CRITERIA**

Responses will be evaluated on various criteria including, but not limited to experience, qualifications, fees, capacity, references, and location.

## **SUBMISSION FORMAT & REQUIREMENTS**

Proposals shall be submitted to Melissa Hernandez, Purchasing Supervisor, San Gabriel Unified School District, 408 Junipero Serra Drive, San Gabriel, CA 91776 before 11 AM on Wednesday, May 9, 2018. In advance of proposal submissions, questions may be submitted to Melissa Hernandez via email ([hernandez\\_my@sgusd.k12.ca.us](mailto:hernandez_my@sgusd.k12.ca.us)) no later than May 2, 2018, before 11AM. The District will post the answers to questions and any addenda to this RFP on our website at [www.sgusd.k12.ca.us](http://www.sgusd.k12.ca.us)

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed above. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original and Three (3) copies**.

## **TERMINATION**

Pursuant to terms and conditions of the Contract, the District reserves the right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) days' notice of such termination to the Contractor.

## **WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

**PROPOSAL FORM**  
**Complete and return with Proposal**

**RFP No. 1007**  
**PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**

**SAN GABRIEL UNIFIED SCHOOL DISTRICT**  
**408 Junipero Serra Drive**  
**San Gabriel, CA 91776**

The undersigned hereby proposes and agrees to furnish Passenger Vehicle Special Education Pupil Transportation Services in accordance with any and all conditions and specifications as set forth in the documents prepared by the above District, and which are entitled NOTICE TO BIDDERS, BID FORM, BID CONDITIONS, the CONTRACT attached, and with any other related Contract Documents therein defined, at the rates hereinafter detailed.

The programs outlined below are for evaluation purposes only and do not necessarily represent the routing, scheduling or equipment requirements of the District.

**PROPOSAL SUMMARY**

This is the Proposal of \_\_\_\_\_ (Proposer)

Base Bid "1"            Total Cost Per Year \$ \_\_\_\_\_

Base Bid "2"            Total Cost Per Year \$ \_\_\_\_\_

TOTAL COST PER YEAR (BASE BID 1 + BASE BID 2) \$ \_\_\_\_\_

**RFP No. 1007**  
**Passenger Vehicle Special Education Pupil Transportation Services**  
**PROPOSAL FORM/PRICE SCHEDULE**

Proposed prices must be submitted (1) per vehicle hour/mile per day or (2) fixed annual per student cost utilizing Appendix A for student information.

**(1) Per Vehicle Hour/Day Cost**

<b>Vehicle Size (Psgrs)</b>	<b>Base Price Per Vehicle 4 Hrs per Day (min)</b>	<b>Number of Routes</b>	<b>Estimated Days per Year</b>	<b>Base Annual Cost</b>
01-25	\$	X	X180	=
01-20 + 3WC	\$	X	X180	=
	<b>Price Per Hour in Excess of Base</b>	<b>Excess hours per day</b>	<b>Estimated Bus Days Per Year</b>	<b>Annual Excess Hourly Cost</b>
01-25	\$	X	X180	=
01-20 + 3WC	\$	X	X180	=
	<b>Price per Mile in Excess of Base</b>	<b>Excess miles per day</b>	<b>Estimated Bus days per year</b>	<b>Annual Excess cost for additional miles</b>
01-25	\$	X	X180	=
01-20 + 3WC	\$	X	X180	=

**(2) Fixed Annual per Student Cost**

\*Annual Per Student Cost to Include Extended School Year Services (ESY)

<u>School Site</u>	<u>AM Bell Time</u>	<u>Approximate # of Students</u>		<u>Annual per Student Cost</u>		<u>Total Student Cost</u>
Arcadia High School	8:00 a.m.	2	X	\$	=	
Beach Cities	8:05 a.m.	1	X	\$	=	
Canyon View School	8:00 a.m.	1	X	\$	=	
Dana Middle School	8:10 a.m.	1	X	\$	=	
EMUHSD Adult Transition	Wed 8:10 a.m.	1	X	\$	=	
Frostig	8:10 a.m.	1	X	\$	=	
Hillside	8:30 a.m.	1	X	\$	=	
Hillside Education Center	8:00 a.m.	3	X	\$	=	
Huntington Middle School	10:15 a.m.	1	X	\$	=	
LIFT South Alhambra	9:00 a.m.	1	X	\$	=	
Monrovia High School	M/T/TH/F 8:00 a.m.	1	X	\$	=	
San Marino High School	8:00 a.m.	1	X	\$	=	
Villa Esperanza Services	9:00 a.m.	4	X	\$	=	
Westmoreland Academy	8:00 a.m.	1	X	\$	=	
<b>Grand Total Cost</b>						<b>\$</b>

### Out of District Students 2017-2018

NPS & SELPA 2017-2018						
Student Name	School	17-18 School Year	AM Bell Times	PM Bell Times	Minimum Day/ Early Out:	Special Needs
NO	Arcadia High School	8/16/17-6/6/18	8:00 AM	2:45 PM	12:29 PM	
AZ	Arcadia High School	8/16/17-6/6/18	8:00 AM	2:45 PM	12:29 PM	
DT	Beach Cities	8/28/17-6/13/18	8:05 AM	2:30 PM	12:30 PM	
JG	Canyon View School	8/21/17-6/7/18	8:00 AM	2:00 PM		
LR	Dana Middle School	8/17/2017 - 6/6/18	8:10 AM	3:00 PM	12:15pm (minimum day); every Wednesday: 2:00pm	Rides with Aide
WS	EMUHSD Adult Transition	8/16/17-5/31/18	Wed: 8:10 AM	2:00 PM		
MJ	Frostig	8/21/17-6/8/18	M-F 8:10 AM	M/T/W/F 3:00pm Th = 1:40pm	1:00PM	
BG	Hillside	8/14/17-5/31/18	8:30 AM	3:10 PM		
SH	Hillside Education Center	8/14/17-5/31/18	8:00 AM		12:30 PM	
KP	Hillside Education Center	8/14/17-5/31/18	8:00 AM		12:30 PM	
VR	Hillsides Education Center	8/14/17-5/31/18	8:00 AM		12:30 PM	
VP	Huntington Middle School		10:15	2:50		Rides with Aide
AR	LIFT South Alhambra	8/10/17-5/31/18	9:00 AM	3:00PM		
CD	Monrovia High School	8/7/17-6/8/18	M/T/TH/F= 8:00 AM	M/T/Th/F 3:00pm Wed = 1:40PM		Wheelchair
MP	San Marino High School	8/15/17-5/31/18	8:00 AM	3:00 PM	12:30 PM	
SK	Villa Esperanza Services	8/31/17-6/21/18	9:00 AM	2:30 PM		
AP-M	Villa Esperanza Services	8/31/17-6/21/18				
NS	Villa Esperanza Services	8/31/17-6/21/18				
CT	Villa Esperanza Services	8/31/17-6/21/18				
WM-G	Westmoreland Academy	8/24/17-6/7/18	8:00 AM	2:30 PM	12:30 PM	

\*\*Please note the dates & times listed are for the 17-18 school year & are subject to change\*\*



## Appendix A

Use Appendix A to complete proposal form/price schedule. Students and/or Locations in Appendix A are subject to change.

<b>Student</b>	<b>Student Location</b>	<b>School Site</b>
NO	91775	Arcadia High School, 180 Campus Drive, Arcadia 91007
AZ	91775	Arcadia High School, 180 Campus Drive, Arcadia 91007
DT	91775	Beach Cities, 7830 Dorothy Street, Rosemead 91770
JG	91775	Canyon View School, 762 West Cypress Street, San Dimas 91773
LR	91775	Dana Middle School, 1401 S. First Ave., Arcadia 91006
WS	91776	EMUHSD Adult Transition ,3048 Tyler Ave., El Monte 91731
MJ	91776	Frostig, 971 N. Altadena Drive, Pasadena 91107
BG	91776	Hillside, 4331 Oak Grove Dr, La Cañada Flintridge 91011
SH	91773	Hillside Education Center, 940 Avenue 64, Pasadena 91105
KP	91776	Hillside Education Center, 940 Avenue 64, Pasadena 91105
VR	91775	Hillside Education Center, 940 Avenue 64, Pasadena 91105
VP	91775	Huntington Middle School, 170 Huntington Drive, San Marino 91108
AR	91776	LIFT South Alhambra, 1006 S. 8th Street, Alhambra 91801
CD	91776	Monrovia High School, 845 W. Colorado Blvd., Monrovia 91016
MP	91770	San Marino High School, 2701 Huntington Drive, San Marino 91108
SK	91776	Villa Esperanza Services, 2060 East Villa Street, Pasadena 91107
AP-M	91775	Villa Esperanza Services, 2060 East Villa Street, Pasadena 91107
NS	91776	Villa Esperanza Services, 2060 East Villa Street, Pasadena 91107
CT	91775	Villa Esperanza Services, 2060 East Villa Street, Pasadena 91107
WM-G	91775	Westmoreland Academy, 5 W. Moreland, Pasadena 91103

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

**1. PROPOSAL QUESTIONNAIRE**  
**(Return with Proposal)**

**To the Proposer:**

The following questionnaire is a part of this Request for Proposal. The Information provided herein will be used for evaluating the qualifications of the bidder to perform the work and services required pursuant to the Request for Proposal. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

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

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Student Transportation. 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 as it provides transportation services to the District.

**I. DESCRIPTION OF BIDDER'S ORGANIZATION**

**A. FIRM**

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

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

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

**B. TYPE OF ORGANIZATION**

Corporation (List officers and positions):      Other (please specify):

Where Incorporated: \_\_\_\_\_      Year of Incorporation: \_\_\_\_\_

Subsidiary (Give name and address of Parent Corporation):

Is your firm or a parent firm publicly held?

If not, what private individuals or families own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

**C. NATURE OF OPERATIONS**

**1. Is your firm currently engaged in providing home-to-school transportation services under contract with other school district, non-public schools?**

Yes \_\_\_ No \_\_\_ Number of years \_\_\_\_\_

Number of public school districts served in the State of California \_\_\_\_\_

(Attach list of all current and past clients in last 3 years – Contact name and phone included. Include number of vehicles used, and beginning and ending date of contract.)

**2. List all applicable transportation permits (City, County, and State) under which you currently operate.**

**3. For every education agency or non-public school in this state to which your firm currently provides, or has provided within the last five years, student transportation under contract, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:**

**4. If employees are covered under a collective bargaining agreement provide:**

1. Name of Union Organization
2. Name and phone number of labor organization(s), President or Business Managers or Local Field Senior Manager.

**II. MANAGEMENT AT THE TERMINAL**

A. The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion.

B. Please provide Table:

	Position at Firm	General Responsibility	Years in current position	Years in industry
General Manager				
Supervisor				
Maintenance Supervisor				
Safety Supervisor				
Dispatch				
Other				

**On a separate page, please provide an organization chart of your firm as it would relate to the District terminal. (It should give a clear understanding of the number of layers in your firm and the lines of accountability).**

C. Explain the training that is given to your terminal managers:

1. Number of hours;
2. Type of training; list components covered.

D. Does your company have a terminal manager trainee program? If so, how many trainees are presently in the program? Explain in detail.

### **III. DRIVER PERSONNEL**

State the number of regular drivers you now have employed (or in coop) in this state:

School \_\_\_\_\_ Other \_\_\_\_\_

A. How/where does your firm recruit drivers?

B. What methods do you use to screen and select drivers from among the applicants?

What information do you use and how do you gather it?

What criteria or standards do you use and for what reasons might you reject an applicant?

Do you require all terminal employees to be drug tested? If so, please elaborate on the testing procedures?

C. Do you check driver applicant references?

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

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

E. Describe your ongoing driver training programs as a part of your current operational procedures?

**INCLUDE ANY SAMPLE MATERIALS**

#### **IV. SAFETY PROGRAM AND ACTIVITIES**

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

#### **V. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Do you have a formal, scheduled preventive maintenance program for vehicle?  
Fleets which your firm manages?  
Yes \_\_\_\_\_ No \_\_\_\_
- B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- C. Do you require any daily regular written reports (or communication) from your drivers on the condition of their vehicles?  
Yes \_\_\_\_\_ No \_\_\_\_  
Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.
- D. Do you use any other methods of identifying defects in vehicles? (If so, please describe).  
Yes \_\_\_\_\_ No \_\_\_\_
- E. How do you ensure that serious safety related or potentially vehicle damaging defects are identified in a vehicle and that the vehicle is immediately removed from service until such defects are corrected?
- F. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

G. Do you maintain and evaluate records of road failures?

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

H. Describe your maintenance Procedures for Vehicles. Include monitoring methods for compliance with procedures.

I. What qualification and experience requirements do you have for your mechanical personnel?

## **VI. INSURANCE DATA**

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three years?

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

## **VII. FINANCIAL AND CREDIT DATA**

A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly deal.

B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

Yes \_\_\_\_\_ No \_\_\_\_ Terms: \_\_\_\_\_

## **VIII. IMPLEMENTATION PLAN**

Please provide a plan and schedule for implementing the Agreement for Furnishing Passenger Vehicle Special Education Transportation Services should your firm be selected as the successful bidder. Your schedule and plan may include:

Inspection of vehicles, facility, and equipment;

Acquisition of required vehicles;

Occupation of terminal facility;

Recruitment/relocation, if necessary, of management and supervisory personnel;

Selection, any necessary training, and employment of drivers;

Employee orientation, especially to District routes and schedules.

## **IX. OTHER RELEVANT INFORMATION**

1. How does your company measure customer satisfaction?
2. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?
3. The District expects all bidder staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?
4. Do you have multi-lingual drivers available as regular staff members? What languages?
5. What solutions do you have for clients who complain of language barrier?

**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 answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the San Gabriel Unified School District Board of Education awards a Contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm. False information will constitute breach of contract.**

---

Name of Firm

---

Authorized Agent

---

Title

---

Date



# NONCOLLUSION DECLARATION

Complete and return with proposal

The undersigned declares:

I am the \_\_\_\_\_ (title) of \_\_\_\_\_(company name), the party making the foregoing proposal.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

# PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Complete and return with proposal

Labor Code Section 3700:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his 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 the work of this Agreement.

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

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

Provider/Firm Name: \_\_\_\_\_

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

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

# OUTSIDE PROVIDER CERTIFICATION OF EMPLOYEE CLEARANCE

Complete and return with proposal

Name of Company:		
Street Address		
City	State	Zip
Telephone	Fax	
Contact Person		

Check one:

I certify that my employees or I ***will not*** have more than limited contact with pupils during terms of the agreement.

I certify that my employees or I ***will*** have more than limited contact with pupils during terms of the agreement and that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the San Gabriel Unified School District.
- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any changes to the above information shall be forwarded to the District immediately.

**SAN GABRIEL UNIFIED SCHOOL DISTRICT**  
**Passenger Vehicle Special Education Pupil Transportation Services**  
**RFP No. 1007**

**AGREEMENT**

THIS AGREEMENT, made the 1st day of August 2018, in the County of Los Angeles, State of California, by and between San Gabriel Unified School District, hereinafter called the DISTRICT, and \_\_\_\_\_ hereinafter called the CONTRACTOR,

WITNESSETH that the DISTRICT and the CONTRACTOR for the considerations stated herein agree as follows:

1. **Scope of Contract:** The CONTRACTOR shall furnish, operate, and maintain school buses/vehicles for the transportation of pupils and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be on any day or days during the term of the Agreement and is supplied on an “as-needed, as available” basis.
2. **Term of Agreement.** The initial term of the agreement shall be for the period beginning *August 1, 2018* and ending *July 31, 2019*. The contract may be renewed by mutual consent for an additional one (1) year period, not to exceed five (5) years. The term of the extension would be August 1st through July 31st.
3. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Agreement.
4. **Insurance.** The CONTRACTOR shall maintain insurance satisfactory to the DISTRICT and as set forth below during the term of the Agreement. Not less than fifteen (*15*) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage, automobile liability and for Workmen’s Compensation coverage. Certificates shall provide that a thirty (*30*) day prior notice of cancellation will be given to the DISTRICT.

General Liability Insurance shall be maintained to protect the CONTRACTOR and, as an additional insured, the DISTRICT, its Governing Board, its Officer, its Agents, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Five Million Dollars (\$5,000,000.00).

Workmen’s Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

5. **Hold Harmless Agreement.** The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
  - a. Any injury to person or property sustained by the CONTRACTOR or by any person, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
  - b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under this Agreement; and
  - c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.
6. **Safety Program.** The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meeting at least four (4) times per year.
7. **Assignments or Subcontracting.** The CONTRACTOR *shall not assign, transfer, or subcontract* any of its rights, burdens, duties, or obligations.
8. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the DISTRICT.
9. **Force Majeure.** CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to the DISTRICT.
10. **Routing and Scheduling.** Prior to the start of any service under this Agreement, the DISTRICT and the CONTRACTOR shall cooperatively establish routes and tentative schedules conforming to the needs of the DISTRICT. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. The DISTRICT may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the DISTRICT, and are not to be revised without its authorization.
11. **Contractor's Personnel.** All personnel assigned to perform under this Agreement shall be subject to continuous approval by the DISTRICT and by the CONTRACTOR.

12. **Record Keeping and Accident Reports.** The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the DISTRICT.

All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the DISTRICT, shall be reported to the DISTRICT.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the DISTRICT, as its option.

13. **Payments for Services.** On or about the first business day following each service, CONTRACTOR shall submit invoices in the form and number required by the DISTRICT for all services provided for under this Agreement. DISTRICTS payment for such services will be made within thirty (30) days of receipt of the invoice for such services.

14. **Adjustment of Rates.** The rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change request shall be provided in writing, to the DISTRICT by **May 30<sup>th</sup>** of each year. On **July 1<sup>st</sup>** in each Agreement year, the rates will be adjusted upward by an amount equal to the rates in effect for the Agreement year ending on **June 30<sup>th</sup>** of each year, multiplied by the percentage increase, if any, in the Los Angeles / Riverside / Orange County Consumer Price Index (CPI), all Urban Consumers, for the twelve (12) month period ending **April 30<sup>th</sup>** of that year. In no event will the adjusted rates be less than the rates for the immediately preceding year.

Notwithstanding anything else in this Agreement to the contrary, in the event any unusual circumstances, such as but not limited to, changes in Federal, State, Local, or other governmental body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the methods and/or costs of CONTRACTOR in connection with providing the services hereunder to increase at a rate in excess of the percentage change in the Los Angeles / Riverside / Orange County Consumer Price Index, all Urban Consumer (e.g., the Enactment of Mandatory National Health Insurance for employees), then, in that event, upon written notice to the DISTRICT, the CONTRACTOR may request a renegotiation of this Agreement. Such renegotiation shall include, but not be limited to, the payment schedule, duration of the Agreement, level of service, etc. Any modifications to this Agreement resulting from such renegotiation shall become effective only as of the beginning of the next succeeding school year (beginning July 1<sup>st</sup>). In the event the CONTRACTOR and the DISTRICT are unable to reach a satisfactory agreement during said negotiations, the CONTRACTOR shall have the right to cancel this Agreement by written notice to the DISTRICT on or before said July 1<sup>st</sup>, whereupon this Agreement shall be null and void.

If, any time during the term of this Agreement, it is determined that a significant reduction/increase in service is to be instituted due to changes in the school start/end times (bell schedules), mandated reduction/increase in routes, or any other changes which significantly reduce or increase the existing service level(s), the CONTRACTOR and the DISTRICT will agree to negotiate an adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of ten percent (10%) or more in the number of routes being operated.

15. **Equipment Requirements.** All buses/vehicles supplied under this Agreement shall be approved school buses / SPAB buses / vehicles, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of the DISTRICT.

All buses of 66 or more pupil capacity shall be equipped with full air brakes of the largest sizes available for the particular chassis involved.

Regular preventive maintenance, as approved by the Bus/Vehicle Manufacturer, shall be practiced on all buses/vehicles.

Buses/vehicles shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses/vehicles of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the DISTRICT so they may be substituted for regularly assigned buses/vehicles, if needed, without delay.

16. **Notices.** Legal Notices shall be delivered to the parties to this Agreement by United States Mail at the address listed below:

**DISTRICT:**

San Gabriel Unified School District  
Purchasing Department  
408 Junipero Serra Drive  
San Gabriel, California 91776

**CONTRACTOR:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**DISTRICT:**

San Gabriel Unified School District  
408 Junipero Serra Drive  
San Gabriel, CA 91776

\_\_\_\_\_

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

Name: Joyce Yeh

Title: Asst Supt Business Services

**CONTRACTOR:**

\_\_\_\_\_

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

Name: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_  
Authorized Officers  
or Agents