

# New Haven Unified School District

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

34200 ALVARADO NILES ROAD • UNION CITY • CA 94587

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Arlando Smith  
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## NEW HAVEN UNIFIED SCHOOL DISTRICT

### BID FOR CAR AND/OR SIMILAR VEHICLE SERVICES

RFP #782

BIDS SHALL BE ENCLOSED  
IN A SEALED ENVELOPE

Addressed to:

NEW HAVEN UNIFIED SCHOOL DISTRICT  
ATTENTION: CO-SUPERINTENDENT  
34200 Alvarado Niles Road  
Union City, CA 94587

SUBMITTAL:  
On or Before

**Friday, May 26, 2017 at or before 2:00 p.m.**

FAX BID DOCUMENTS ARE NOT ACCEPTABLE

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS #782  
CAR AND/OR SIMILAR VEHICLE SERVICE**

**NOTICE TO BIDDERS**

1. NOTICE IS HEREBY GIVEN that the New Haven Unified School District, hereby invites and will receive sealed bids from interested and qualified vendors for furnishing **Car and/or Similar Vehicle Services** beginning with the 2017-18 school year.
2. Bids should be submitted in the manner prescribed herein and for the services requested herein. All required forms and submissions requirements are provided herein or attached hereto. Each person or entity that submits a BID to the District in response to this RFP shall be designated as a "Vendor".
3. Questions regarding this RFP should be directed to [jrodgers@nhusd.k12.ca.us](mailto:jrodgers@nhusd.k12.ca.us). Deadline for questions is 5:00 p.m. on Monday, May 22, 2017.
4. Sealed Bids should be delivered to New Haven Unified School District. Bids must be received by New Haven Unified no later than **2:00 P.M. on Friday, May 26, 2017.**

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

5. Each bid Package submitted must contain a completed Bid Proposal Document, Completed Attachment #1, and a Bid Bond (refer to Item XIV of the RFP document).
6. New Haven Unified reserves the right to reject any and all Bids and to waive any informality, technical defect or clerical error in any Bid Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS #782  
CAR AND/OR SIMILAR VEHICLE SERVICE

**NEW HAVEN UNIFIED SCHOOL DISTRICT**  
**BID FOR CAR AND/OR SIMILAR VEHICLE SERVICE**

**SCHEDULE OF EVENTS**

- 1. Published in Newspaper: ..... May 12<sup>th</sup> & 19<sup>th</sup>, 2017
- 2. Questions Due Date: ..... 5:00 p.m., Monday May 22,2017
- 3. Response to Questions: ..... May 23, 2017
- 4. RFP Submittal Date: ..... 2:00 p.m. Friday, May 26, 2017**
- 5. Board Approval ..... June 20, 2017
- 6. Contract Start Date ..... July 1, 2017

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS #782  
CAR AND/OR SIMILAR VEHICLE SERVICE**

**GENERAL TERMS & CONDITIONS**

**I. BID OBJECTIVE**

The New Haven Unified School District currently uses Car and/or Similar Vehicle Service for its Alternative Special Education children. The District is willing to accept bids for cars and/or similar vehicles that will comply with this bid regulations for alternative special education children. The contractor is required to furnish Car and/or Similar Vehicle with drivers to transport the children from their specific address to their school site location and back.

The overall objective of this Bid is to allow vendors and suppliers the opportunity to bid for Car and/or Similar Vehicle service that will meet the DISTRICT'S needs.

The contractor shall furnish, operate and dispatch Car and/or Similar Vehicle Service transportation as requested by the District. The District shall furnish as much advance notice as possible. It is understood that one company may not be able to accommodate the district's trip needs at all times. If the low bidder does not have a Car and/or Similar Vehicle of the requested size available when a field trip needs to be scheduled, that trip will be scheduled with the second lowest bidder. If the second lowest bidder cannot accommodate the trip date and time, the trip will be scheduled with the next lowest bidder, and so on.

**II. ESTIMATED EXPENDITURE:**

Total expenditures under this contract are **estimated to be \$200,000** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

**III. PRICING.**

***Prices must be stated for EACH TRIP specified hereon. Bid on each item separately. Award will be made to the lowest responsible bidder, meeting the district's specialties and requirement, on the basis on the total price of all trips or by grouping of trips.***

1. Do not include Sales Taxes in the bid. Sales Taxes will be added at time of order. The DISTRICT will only pay State Sales and Use Tax.
2. During the period of delivery under a contract resulting from this bid, if the prices of the items decrease, the DISTRICT shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to the DISTRICT exceed the

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
BID FOR CAR AND/OR SIMILAR VEHICLE SERVICE**

prices under which the bid was awarded. The DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school district or any other State, County, municipal or local governmental agency in Alameda County or other Counties for the materials/equipment listed on the bid.

**"NO BID"**. Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid".

**IV. AMENDMENTS**

Bidders are advised that the DISTRICT reserves the right to amend the requirements of this Invitation For Bid prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all Bidders known to have received a copy of the Invitation For Bid. If in the judgment of the DISTRICT the change is of such nature that additional time is required for Bidders to prepare their bids, the DISTRICT will change the date of the bid opening and notify all Bidders in writing of the new date.

**V. BID VALIDITY**

Bids are to be valid and in force for 60 days after opening.

**VI. BID COSTS**

The DISTRICT will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this bid.

**VII. TERM OF AGREEMENT**

The term of the contract shall be for one year from the date of award. This contract may be extended for a period or periods or up to four additional years by mutual agreement.

**VIII. STATUS OF BIDDER**

Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
BID FOR CAR AND/OR SIMILAR VEHICLE SERVICE**

**BID SPECIFICATION REQUIREMENTS**

- a) The CONTRACTOR shall furnish, operate and maintain CAR AND/OR SIMILAR VEHICLES for the transportation of students and other persons on trips as may be specified by the DISTRICT. Such transportation may be either within or outside of the DISTRICT and on any day during the term of the contract.
- b) The term of the contract shall be one year from the date of award. This contract may be extended for a period or periods or up to four additional years by mutual agreement.
- c) Award will be made to the lowest responsible bidder on the basis on the total price of all trips or by grouping of trips/routes.
- d) ACCIDENT/INCIDENT REPORT: The CONTRACTOR shall immediately report to the DISTRICT all accidents involving the CONTRACTOR'S equipment or personnel while transporting DISTRICT personnel and/or students VERBALLY. After hours emergency phone number: Director of Maintenance and Operations 510-300-5574. A written report of the accident/incident will be presented to the District within 24 hours.
- e) All drivers shall have proper licenses and certificates as required by current applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. The DISTRICT shall have the right to reject any driver and shall notify the CONTRACTOR in writing.
- f) The CONTRACTOR shall certify to the DISTRICT that they meet all requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other Law, rule, regulation, or procedure of the Federal or State Governments. **Contractor must supply most recent terminal inspection with bid documents.**
- g) The CONTRACTOR shall certify to the DISTRICT that they have a current drug and alcohol policy as required by current Federal law. Contractor shall furnish a copy of current policy with bid documents.
- h) The CONTRACTOR shall also certify to the DISTRICT that their substance abuse program meets or exceeds all current Federal and State requirements for commercial drivers.
- i) The CONTRACTOR shall grant to the DISTRICT the right to inspect terminals, all Vehicle Maintenance Records, all Driver records, all Driver Training records, and all accident reports that the CONTRACTOR is required by law, rule, or regulation to maintain during normal business hours and provided that these inspections do not interfere with inspections or investigations being conducted by authorized public agencies.

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
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- j) The CONTRACTOR shall take all care and be responsible for loss or damage to personal items carried by passengers, but shall have a liability not to exceed \$250 per person for loss.
- k) The DISTRICT shall not be charged over hours for any delays due to CONTRACTOR equipment mechanical failures or driver performance. For any over hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) the CONTRACTOR will submit a proposal with equitable cost sharing benefits.
- l) CONTRACTOR will be assessed a cancellation charge of \$250 per Car and/or Similar Vehicle when CONTRACTOR cancels within eight (8) hours of scheduled pick up time or if requested seating capacity is not furnished.
- m) CONTRACTOR pickup and return points shall be designated by the DISTRICT. **Please see Attachment 1 for details.**
- n) CONTRACTOR invoices shall be submitted directly to the DISTRICT Transportation Department, within 10 days after completion of each trip. The invoice shall contain the date(s) of the trip, driver's name, Car and/or Similar Vehicle number the pickup and return points, the time of pickup and return, and the trip mileage.
- o) The BIDDER shall provide a fleet roster of proposed vehicles, listing make, model, seating capacity, year of manufacture and fleet ID.
- p) The CONTRACTOR agrees to be available for monthly meetings with the DISTRICT to review CONTRACTOR performance.
- q) The maximum travel time for a student in the vehicle should not exceed 60 minutes within district boundaries (NHUSD sites), and 90 minutes outside district boundaries.
- r) Waiting Time – When picking up students, a waiting time of 5 to 10 minutes should be allowed for students to come out of the house.
- s) Drop Off Time At School – Students will be dropped off no more than 5 minutes prior to beginning of school.
- t) Pick-Up From School – Students will be picked up no later than 15 minutes after end of school. No early pick up.
- u) School Calendar - The 2017-18 Instructional Calendar and School Hours will be available on the District website at:  
[http://www.mynhusd.org/apps/pages/index.jsp?uREC\\_ID=410958&type=d&pREC\\_ID=940393](http://www.mynhusd.org/apps/pages/index.jsp?uREC_ID=410958&type=d&pREC_ID=940393).  
The District will notify the Contractor of minimum days as they are finalized.
- v) The CONTRACTOR will provide TB clearance certificates for all its drivers.
- w) The CONTRACTOR will provide Criminal Background Investigation/Fingerprinting Certification.

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**IX. INSURANCE**

Insurance requirements as per item (5) of Contract Agreement attached.

**X. QUESTIONS**

All questions must be submitted in writing on or before 5:00 p.m. Monday May 22, 2017. The District will respond in writing to all the prospective bidders.

- a) All questions are to be directed to Jason Rodgers, Director of Maintenance, Operations, & Transportation at Phone (510) 471-5559 ext. 62645, or by email at [jrogers@nhusd.k12.ca.us](mailto:jrogers@nhusd.k12.ca.us).

**XI. WITHDRAWAL OF PROPOSAL**

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

**XII. RESERVATIONS**

New Haven Unified School District reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this Bid, as the interests of New Haven Unified School District may require. The District 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.

**XIII. BID BOND**

A bid bond or cashier's check in the amount of \$20,000 (twenty 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 School District 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 the district will be returned within ninety (90) days following the receipt of proposals.

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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 the District provides notification of the award of the Contract, the District shall have the right to declare the bid security forfeited, whereupon the District may negotiate the bid security and retain the proceeds as liquidated damages. The District may also award the Contract to another Bidder. Notwithstanding the preceding two sentences, the District 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 the District.

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**XIV. BID PROPOSAL AND AGREEMENT**

- a) **This Bid Proposal Document and Attachment 1 will serve as the Bid form.** Pursuant to the DISTRICT'S "*Notice To Bidders - Invitation For Bids*" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner.
- b) It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the "*Notice To Bidders - Invitation For Bids*".
- c) If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_ whose title is \_\_\_\_\_ is authorized to act for and bind the corporation.
- d) It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- e) The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of four years from date of expiration, under the same terms and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- f) **COST INCREASES IN OPTION YEARS OF CONTRACT.** The DISTRICT may allow the contractor to increase prices for the option years, in accordance with the following procedure:
1. The DISTRICT shall grant, upon contractor's request, effective July 1 of each year (but at no other times), an automatic annual rate adjustment to reflect inflation increase. The rate adjustment will be measured on March 1st of each year in the CPI index (all items) for all urban consumers within the San Francisco Bay Area. No further CPI increase will be allowed even if the contractor believes inflation is higher in the industry.
  2. The Contractor, when requesting an annual increase, will provide the

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DISTRICT with the Consumer Price Index formula information. Contractor annual rate adjustments shall be submitted to the DISTRICT Transportation Department by July 15 for each option year extension.

- g) The Bidder attests to having read and understands all documents contained and referenced in this bid.
- h) The Contractor agrees to grant to the DISTRICT the right to inspect all Terminals, Vehicle Maintenance Records, all Driver Training and Performance Records, and all Accident Reports
- i) The Contractor certifies:
  - 1. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedures and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,
  - 2. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, tests for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.
- j) I, \_\_\_\_\_, the \_\_\_\_\_(title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

**COMPANY**

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

Signed by: \_\_\_\_\_

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

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

\_\_\_\_\_

**PARTNERSHIP**

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

Signed by: \_\_\_\_\_, Partner

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

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

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

**CORPORATION**

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

(a \_\_\_\_\_ Corporation\*)

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

Signed by: \_\_\_\_\_, President\*\*, Dated: \_\_\_\_\_

*\*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.*

*\*\* Or local official empowered to bind the Corporation.*

**JOINT  
VENTURE**

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

**Other Parties to Joint Venture:**

If an individual: \_\_\_\_\_

(Signed)

Doing Business as: \_\_\_\_\_;

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

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

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

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**XV. INFORMATION REQUIRED OF BIDDER**

**a) GENERAL INFORMATION**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Telephone: \_\_\_\_\_

3. FAX: \_\_\_\_\_

4. Type of firm: (check one)  
Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_  
Joint Venture \_\_\_ Association \_\_\_ Other \_\_\_

5. Names and titles of all local officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Ownership: List all individuals that own 10% or more of the firm.

1. \_\_\_\_\_ 4. \_\_\_\_\_  
2. \_\_\_\_\_ 5. \_\_\_\_\_  
3. \_\_\_\_\_ 6. \_\_\_\_\_

7. Number of years that the firm has been in business under the present ownership: \_\_\_\_\_ years.

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8. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_ If "Yes", explain, and provide case name and number:

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

9. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of the DISTRICT, other than Purchase Orders or Contracts? Yes \_\_\_\_ No \_\_\_\_  
If "Yes", please explain.

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

**b) LIST OF REFERENCES.**

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
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3. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Date of Contract: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

XVI. **BIDDERS CERTIFICATION**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_  
State of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Typed Name of Officer)

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
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**CRIMINAL RECORDS CHECK  
CERTIFICATION BY CONTRACTOR  
AB 1610, 1612 and 2102**

To the Governing Board of New Haven Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Bidder

1. I have carefully read and understand Education Code Section 45125.1 regarding Criminal Record Checks. Website address: <http://www.leginfo.ca.gov/calaw.html>.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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**ATTACHMENT 1  
BID PROPOSAL**

| ROUTES                     | TOTAL MILEAGE | COST PER MILE | TOTAL COST PER MILE | VENDOR'S SERVICE CHARGE | NUMBER OF SCHOOL DAYS | TOTAL COST PER ROUTE |
|----------------------------|---------------|---------------|---------------------|-------------------------|-----------------------|----------------------|
| Route 1                    |               |               |                     |                         | 100                   |                      |
| Route 2                    |               |               |                     |                         | 100                   |                      |
| Route 3                    |               |               |                     |                         | 100                   |                      |
| Route 4                    |               |               |                     |                         | 100                   |                      |
| Route 5                    |               |               |                     |                         | 100                   |                      |
| Route 6                    |               |               |                     |                         | 100                   |                      |
| Route 7                    |               |               |                     |                         | 100                   |                      |
| Route 8                    |               |               |                     |                         | 100                   |                      |
| Route 9                    |               |               |                     |                         | 100                   |                      |
| Route 10                   |               |               |                     |                         | 100                   |                      |
| Route 11                   |               |               |                     |                         | 100                   |                      |
| <b>TOTAL CONTRACT COST</b> |               |               |                     |                         |                       |                      |

**NOTES:**

- 1) Routes are the current student addresses.
- 2) Additions and deletions may occur during the course of the year, resulting in route changes.
- 3) For any new routes, the cost per mile will be fixed at the submitted bid price. Variance in vendor charges for new routes will be negotiated.
- 4) Number of School Days are estimates only for the purpose of bid calculation. Each route may be for different number of days.
- 5) The total bid value is estimated at \$200,000 annually.

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**ATTACHMENT 1  
ROUTES & SCHEDULE**

| Route # | A.M. PICK-UP/DROP-OFF |                                     |                     |                        |                                | P.M. PICK-UP/DROP-OFF         |                                     |                             |
|---------|-----------------------|-------------------------------------|---------------------|------------------------|--------------------------------|-------------------------------|-------------------------------------|-----------------------------|
|         | A.M. PICK-UP          |                                     | A.M. DROP-OFF       |                        |                                | P.M. PICK-UP<br>(From School) | P.M, DROP-OFF                       |                             |
|         | Time                  | Pick-Up Address (Home)              | School<br>Bell Time | School Name            | School Address                 | School<br>Bell Time           | Drop Off Address (Home)             | Home<br>Drop Off Time       |
| 1       | 7:50am                | 2500 Medallion Dr. #159, Union City | 8:20am              | Fairview Elementary    | 23515 Maud Ave, Hayward        | 2:50pm M,T,TH,F<br>1:25pm W   | 2500 Medallion Dr. #159, Union City | 3:20pm M,T,TH,F<br>2:00pm W |
| 2       | 7:30am                | 4579 Darcelle Dr, Union City        | 8:30am              | John Gill Redwood City | 555 Ave Del Ora, Redwood City  | 2:45pm                        | 4579 Darcelle Dr, Union City        | 3:45pm                      |
| 3       | 7:45am                | 4585 Darcelle Dr, Union City        | 8:30am              | Spectrum Hayward       | 2021 Highland Blvd, Hayward    | 2:30pm                        | 4585 Darcelle Dr, Union City        | 3:15pm                      |
| 4       | 8:05am                | 32482 Joyce Way, Union City         | 9:00am              | Spectrum Oakland       | 6325 Camden St, Oakland        | 2:00pm                        | 32482 Joyce Way, Union City         | 3:00pm                      |
| 5       | 7:00am                | 29 Clareview Ave, San Jose          | 8:00am              | Conley-Carabello HS    | 541 Blance St, Hayward         | 1:29pm                        | 29 Clareview Ave, San Jose          | 2:30pm                      |
| 6       | 8:00am                | 26 Gresel St, Hayward               | 8:30am              | Harvey Green Fremont   | 42875 Galewood St, Fremont     | 2:15pm M,T,TH,F<br>1:20pm W   | 26 Gresel St, Hayward               | 2:50pm M,T,TH,F<br>1:55pm W |
| 7       | 8:00am                | 32302 Crest Lane, Union City        | 9:15am              | Via Center Berkeley    | 2126 6th St, Berkeley          | 3:15pm                        | 32302 Crest Lane, Union City        | 4:15pm                      |
| 8       | 8:00am                | 32482 Joyce Way, Union City         | 9:00am              | Spectrum Oakland       | 6325 Camden St, Oakland        | 2:00pm                        | 32482 Joyce Way, Union City         | 3:00pm                      |
| 9       | 7:50am                | 4316 Redlands St, Union City        | 9:00am              | Spectrum Oakland       | 6325 Camden St, Oakland        | 2:00pm                        | 4316 Redlands St, Union City        | 3:00pm                      |
| 10      | 7:50am                | 27971 Fairview Ave, Hayward         | 9:00am              | Achieve Kids           | 1212 McGinness Ave, San Jose   | 2:30pm                        | 27971 Fairview Ave, Hayward         | 3:30pm                      |
| 11      | 8:15am                | 33456 8th St, Union City            | 9:00am              | James Baldwin Academy  | 2275 Arlington Dr, San Leandro | 3:00pm M,T,TH,F<br>1:45pm W   | 2200 Claremont Ct, Hayward          | 3:45pm M,T,TH,F<br>2:15pm W |

\*\*\*\*\*END OF BID DOCUMENT\*\*\*\*\*

# New Haven Unified School District

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

34200 ALVARADO NILES ROAD • UNION CITY • CA 94587

## BOARD OF EDUCATION

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## CO-SUPERINTENDENTS

Arlando Smith  
Akur Varadarajan



## 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").

WITNESSETH, 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 [CAR AND/OR SIMILAR VEHICLE SERVICES](#) to all requesting sites and administration offices as per [Bid Schedule #782](#), received and opened on [May 26, 2017](#) 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 Bid Schedule #782. 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

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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 the \_\_\_\_\_ award date to \_\_\_\_\_. This contract may be extended for a period or periods or up to four (4) additional years by mutual agreement.

**5. INSURANCE**

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.

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- 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.

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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. FINGERPRINTING:**

Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

**9. 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.

**10. 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

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in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

**11. 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.

**12. 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.

**13. 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.

**14. 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

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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.

**15. 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.

**16. 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.

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**17. 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.

**18. 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 San Francisco.

**19. 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.

**20. 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.

**21. 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.

**22. NON-DISCRIMINATION**

Contractor agrees that it shall no 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.

**23. 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.

**24. 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:**

\_\_\_\_\_

**DISTRICT:**

**New Haven Unified School District:**

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

Signature

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

Signature

\_\_\_\_\_

Title

CO-SUPERINTENDENT

Superintendent or Designee

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Date)

\*\*\*\*\* END OF CONTRACT DOCUMENT \*\*\*\*\*

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: Car and/or Similar Vehicle Services (RFP #782)  
between New Haven Unified School District ("District" or "Owner") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' 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 and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

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

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

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT