



# San Ramon Valley Unified School District

**REQUEST FOR BID**

**RFB #856**

## **STUDENT CHARTER BUS TRANSPORTATION SERVICES**

**For: Transportation Department**

**Bids must be received no later than:**

**Monday, September 27<sup>th</sup>, 2021 @ 3:00 PM  
(Pacific Time)&  
NO MINUTES, NO SECONDS**

**Deliver response to the office of:**

**Attention of the Director of**

**Purchasing or Designee**

699 Old Orchard Drive

Danville, CA 94526

[www.SRVUSD.NET](http://www.SRVUSD.NET)

## TABLE OF CONTENTS

NOTICE FOR BIDDERS	Page 3
INTRODUCTION	Page 4 - 5
INSTRUCTIONS & CONDITIONS	Pages 6 - 15
SPECIAL PROVISIONS GENERAL REQUIREMENTS	Pages 16 - 21
SCOPE OF WORK	Pages 22 - 24
BID FORM	Pages 25 - 26

### SCHEDULE and FORMS (must be returned along with the Bid Form):

- A – Reference
- B – Fingerprint Certification
- B.1 – Megan’s Law & Tuberculosis Certification
- C – Survey – Qualification and Questionnaire
- C.1 – SPAB List
- C.2 – CHP Terminal Inspection
- C.3 – CHP 292
- C.4 – Trip Cancellation Policy
- D – Acknowledgment of Addenda
- E – Non-Collusion
- F – Worker’s Compensation Certificate
- G- Designation of Subcontractors
- H – Proof of Insurance
- I – State Operator’s License

### Additional Exhibits:

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

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

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

**NOTICE TO BIDDERS**

**RFB #856**

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

**STUDENT CHARTER BUS TRANSPORTATION SERVICES  
FOR  
TRANSPORTATION DEPARTMENT**

Each bid must be sealed, marked with the RFB #856 and titled "STUDENT CHARTER BUS SERVICES TRANSPORTATION DEPARTMENT" and returned no later than:

**3:00 pm (Pacific Time) and no minutes, no seconds ON MONDAY, SEPTEMBER 27th, 2021**

to the office of Purchasing Director or Designee of the San Ramon Valley Unified School District, 699 Old Orchard Drive, Danville, CA 94526. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director or Designee prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

**PRE-BID CONFERENCE:** A bidder's conference will be held on Wednesday, September 15th, 2021 @ 10:00 a.m. at Service Center (Maintenance Conference Room), 3280 Crow Canyon Rd, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged to attend this conference to address any questions or clarifications.

**CLARIFICATION DEADLINE**

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than September 20th, 2021 @ 11:00 am (Pacific Time).

Director of Purchasing or Designee  
Publish Dates: September 8 & 13, 2021

## INTRODUCTION

### ABOUT THE DISTRICT

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 36 schools serving more than 30,000 students in Kindergarten through Grade 12.

#### Facts and Figures

36 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)  
22 elementary schools  
8 middle schools  
4 comprehensive high schools  
1 continuation high school  
1 independent study school

### CALENDAR OF EVENTS

Event	Date	
Legal Advertisement	September 8 & 13, 2021	Daily Journal – San Ramon Valley Times
Bidder's Conference	September 15th, 2021 @ 10:00 am	Maintenance Conference Room 3280 Crow Canyon Road, San Ramon, CA 94583
Questions/Clarification Deadline	September 20th, 2021 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	Monday, September 27th, 2021 @ 3:00pm	District Office 699 Old Orchard Drive, Danville, CA 94526
Evaluation Period	September 27th- October 1st, 2021	Purchasing & Maintenance
Board Approval	October 26th, 2021	District Office

## **DEFINITIONS**

**ASB** – Apparent Successful Bidder

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

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

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

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

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

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

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

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

**JOB SITE LOCATIONS** – where work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings. See attached district boundary map.

## **INSTRUCTIONS and CONDITIONS**

### **BIDDERS RESPONSIBILITIES**

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB #856.

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

Alternate or incomplete bids will NOT be accepted.

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

No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB #856.

### **INTENT**

To provide superior level of student transportation services for school related activities, from one or more schools as designated by the District's Transportation Department. The District will contract with one or more contractors for student charter bus services to be provided by privately owned carriers for student travel as needed. Successful contractors will be required to supply School Bus and/or Charter Bus equipment and drivers that meet all Federal, State and District requirements.

### **PURCHASE ORDER VALIDITY AND TERM EXTENSION**

The term of the contract which may be awarded pursuant to this RFB is for one (1) year beginning from November 1<sup>st</sup>, 2021 through October 31<sup>st</sup>, 2022. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District on a Master Purchase Agreement.

### **ESCALATION AND DE-ESCALATION**

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

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

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

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

If the charter bus contract is extended and a price increase is agreed to, the appropriate pricing will be determined based on the trip booking date (not trip date). Trips booked prior to the end of the current contract term will be at the rate in effect for that contract term, even if the trip will be taken in the next contract term.

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

### **PREPARATION OF BIDS**

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

### **SUBMITTAL OF BIDS**

Bid response may only be submitted to the office of the Director of Purchasing or Designee, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

## **DEADLINE FOR RECEIPT OF BID**

Bid proposals must be filed at the office of the Purchasing Director or Designee located at 699 Old Orchard Drive, Danville, CA 94526 no later than **MONDAY, SEPTEMBER 27TH, 2021 at 3:00 pm (Pacific Time) and no minutes, no seconds.** It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.

## **BIDDER'S CONFERENCE**

A bidder's conference will be held on **Wednesday, September 15th, 2021 @ 10:00 pm at Service Center Maintenance Conference Room, 3280 Crow Canyon Road, San Ramon, CA 94583** for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged attend bidders conference to address any questions or clarifications.

## **CLARIFICATION DEADLINE**

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than **Monday, September 20th, 2021 at 11:00 am.** No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.

## **ADDENDA OR BULLETINS**

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

## **CONTACT**

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing or designee at [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET).

## **MODIFICATIONS**

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

## **WITHDRAWAL OF BID PROPOSALS**

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



### **BASIS OF AWARD**

San Ramon Valley Unified School District intends to award to the lowest responsive, responsible bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. **Because it is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given opportunity to provide available trips in order of the ranking that will result from the bids submitted by responsive and responsible contractors. The lowest bidder will be based on only the "flat rate" charge provided for each line item and will receive the most favored position in terms of getting the first right of refusal of the District's business.**

Therefore, upon contract award, the District will offer available trips to the lowest bidder and as the need arises, progress to the next low bidder, third lower bidder etc., until all of the bidding Contractors are booked including the high bidder.

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

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

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

### **AWARD OF CONTRACT**

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

### **ESTIMATED USAGE QUANTITIES**

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

### **DISTRICT'S RIGHTS AND OPTIONS**

San Ramon Valley Unified School District reserves the following options:

1. The right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract.
2. The right to waive any informality or non-substantive irregularity as the interest of the District may require.

3. The right to award in whole or in part.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept Contractor's signed offer and issue a purchase order directly to the supplier based on this bid document.

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

### **BID PROTEST**

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

### **GOVERNING BOARD**

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

### **PUBLIC RECORDS**

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

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

### **TAXES**

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

## **ERRORS AND CORRECTIONS**

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

## **COST OF BID PREPARATION**

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

## **EXECUTION OF CONTRACT**

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

## **FAILURE TO BID**

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

## **EVIDENCE OF RESPONSIBILITY**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing to the successful execution and completion of the contract.

## **NON-COLLUSION AFFIDAVIT**

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

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

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

## **GOVERNING LAW AND VENUE**

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

## **TRANSFER OF INTEREST**

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

## **INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

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

## **NON APPROPRIATION OF FUNDS**

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

## **TERMINATION**

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

## **FAILURE TO PERFORM**

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

## **ATTORNEY'S FEES**

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

## **PREVAILING WAGE**

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

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

## **COMPLIANCE WITH LAW**

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

Operations and services covered by this service agreement must comply with applicable laws, ordinances and other legal requirements including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and

applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under Service agreements there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender,

or age and therefore the PROPOSER agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. While performing the services and duties required under the service agreement, the proposer agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), local agencies and the District relating to the transportation of Pupils.

**CHANGE ORDERS**

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

All contract changes, such as changes in the scope of work, must be handled as Contract Change Orders. Contract Change Orders shall be in writing and authorized in advance by both the Project Manager and the Purchasing Department.

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

**COMPLIANCE WITH OSHA**

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

**INSURANCE REQUIREMENTS**

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

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

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

**FINGERPRINTING**

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

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

**NON-INTEREST OF DISTRICT OFFICIALS**

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

**SPECIAL PROVISIONS**  
**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**CONTRACT DOCUMENTS**

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

**SUBMITTALS**

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

CHECKLIST:

\_\_\_\_\_ **BID FORM**

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

\_\_\_\_\_ **LIST OF REFERENCES (Sched A)**

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

\_\_\_\_\_ **Fingerprint Certification (Sched B)**

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

\_\_\_\_\_ **SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Sched C)**

\_\_\_\_\_ **SPAB List - Drivers and Equipment (Sched C.1)**

\_\_\_\_\_ **Most recent copy of CHP Terminal Inspection Report (Sched C.2)**

\_\_\_\_\_ **Most recent copy of CHP 292 Inspection Approval Certificates of all vehicles/buses assigned to this contract (Sched C.3)**

\_\_\_\_\_ **Trip Cancellation Policy (Sched C.4)**

\_\_\_\_\_ **ADDENDA (Sched D)**

\_\_\_\_\_ **NON COLLUSION (Sched E)**

\_\_\_\_\_ **WORKER'S COMPENSATION FORM (Sched F)**

\_\_\_\_\_ **DESIGNATION OF SUBCONTRACTORS (Sched G)**

\_\_\_\_\_ **PROOF OF INSURANCE (Sched H)**

\_\_\_\_\_ **STATE OPERATOR'S LICENSE (Sched I)**



## **GENERAL REQUIREMENTS**

1. Must possess all permits, licenses and professional credentials necessary to provide and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type of service, servicing similar or equal size facilities.
3. Bidder has continuously engaged in the business of providing student charter bus transportation services for at least three (3) years.
4. Proper conduct is expected from the Contractor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. Contractor's personnel shall carry appropriate identification, uniform, badges when working on any of the District site. During business hours, contractor's personnel are required to check-in with the site's office manager or front desk.
6. The District expects that all bidders, by the act of their bidding, shall be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB) [https://www.dmv.ca.gov/portal/dmv/?1dmy&urle=wcm:path:/dmv\\_content\\_en/dmv/dl/driversafety/scertend\\_guideline](https://www.dmv.ca.gov/portal/dmv/?1dmy&urle=wcm:path:/dmv_content_en/dmv/dl/driversafety/scertend_guideline) and that all drivers of such vehicles will likewise have a valid SPAB license whether or not passengers are students or adults on school or District related activities utilizing either public or private funds.
7. All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. A signed bid will be considered a declaration that the equipment to be used in the execution of the contract, if awarded, does and will continue to meet all safety regulations.

## **SCHOOL PUPIL ACTIVITY BUS AND DRIVER REGULATIONS (SPAB)**

All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials. The District retains the right to inspect both driver and buses/vehicles to insure these requirements are met before leaving on any scheduled trip/route.

All buses being used under this bid are to be certified school or SPAB buses. All school buses must be manufactured after April 1, 1977.

In addition, SPAB carriers will provide a current copy of:

- A list of SPAB certified buses in the fleet (include bus number, Make, Model, Year of Mfg., VIN, license, and last inspection date by CHP on each bus), and
- A complete list of all SPAB drivers (include name, CDL number, expiration date, medical expiration date, and length of employment).
- These lists shall be updated and sent to the District's Transportation Department quarterly.
- During the contract duration, if awarded, the Contractor shall notify the District in writing within ten days of any additions or deletions of equipment and drivers.

## **PERMITS AND LICENSES**

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

## **DEMONSTRATIONS**

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

## **AUTHORIZED ORDER PROCESS**

Vendor will deliver a requested quote for service a minimum of forty-eight (48) hours from the time request is sent so that District school sites know whether vendor can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National holidays.

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

## **TRIP DOCUMENT**

A copy of the Contractor's standard trip document along with safety instructions and verification of time returned to school is to be filled out upon completion of the trip by the driver and signed by the trip chaperon. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip. This copy is to be sent to the Transportation Department @ 3280 Crow Canyon Rd, San Ramon, CA 94583 within forty-eight (48) hours of trip completion. There will be no exception to this procedure, non-compliance may cause delay in payment of invoice.

## **CHILD SAFETY**

In accordance with VC 28160, each driver shall follow the following directions. This section will be in effect on or before January 1, 2018 or whenever the California Highway Patrol has adopted regulations implementing this code.

- a. At least one adult chaperone shall accompany the students in each vehicle at all times. If a chaperone is not available to accompany the students in each vehicle, then the Proposer is to contact the Transportation Representative for instructions as to whether to cancel at the site or if other arrangements can be made to meet the requirements of this paragraph.
- b. Before departing the site, the driver shall ascertain that the chaperone has a list of all students and other chaperones.
- c. The driver shall review all safety and emergency procedures with the group before the initial departure including, but not limited to, location and operation of all emergency exits, location and use of emergency equipment, how to stop the bus if the driver becomes incapacitated and how to contact the Proposer's dispatch office. The chaperone shall sign a SPAB Trip form,

provided by the District, with time and date acknowledging that the vehicle's safety plan and procedures were reviewed.

- d. Before departure from any location the driver shall have the chaperone sign the SPAB Trip form stating he/she has verified and accounted for all pupils.
- e. After all pupils have exited the vehicle at any location, including the destination if the driver is doing both the take and return, the driver shall, before moving or stepping off the vehicle, check all areas of the vehicle including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant. The driver shall place his/her initials and time of completion of the inspection in the appropriate section on the SPAB Trip form acknowledging they have completed this task.
- f. The driver shall sign and date the SPAB Trip form verifying that all required procedures have been followed.

The completed SPAB Trip form is required to be returned to the District Transportation Department. Failure to return a fully completed form for each trip shall be cause for payment for the trip to be withheld.

### **INSPECTION REPORTS**

Prior to the starting date of the contract, the vendor must furnish the District proof in the form of school bus inspection reports or SPAB reports that all School buses and coaches/vehicles used to transport students have been inspected by the California Highway Patrol and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code.

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

Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers Operating under the jurisdiction of the Public Utilities Commission as provided for in Education Code Section 39830.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=EDC&sectionNum=39830](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=39830)

District reserves the right to physically inspect carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities.

### **ACCIDENT PROCEDURES**

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

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

### **CONTRACTOR REFUSAL TO PROVIDE SERVICE**

Any contractor awarded a contract in accordance with the terms and conditions herein that refuses more than five percent (5%) of the jobs offered in any given month, will be considered to be out of compliance with the contract and may be put on notice and found in breach, and if not rectified immediately may subsequently be relieved of their contract with the District or be charged the difference between their bid price and the price actually paid by the District for the refused trip.

### **MULTIPLE BUS TRAVEL**

The District requires all buses travel together whether they are the same or different carriers if trips consist of more than one bus unless directed otherwise by the trip chaperon.

### **BUS-TO-BUS COMMUNICATION**

The District requires bus-to-bus communication and emergency communication. Cellular phones with hands free and blue-tooth capability, while not required, are preferred.

### **CHARTER BUS SERVICE CANCELLATIONS**

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

### **CHARTER BUS SERVICE BREAKDOWNS OR MECHANICAL FAILURES**

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

### **CHARTER BUS SERVICE TIME TO RESPOND FOR QUOTES FOR SERVICE TO SCHOOLS**

Vendor agrees to deliver a requested quote for service a minimum of forty-eight (48) hours from the time request is sent so that district school sites know whether vendor can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National holidays.

### **ACCOUNT MANAGER/SUPPORT STAFF**

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

### **SUSPENSION BY DISTRICT**

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

## **INSPECTION OF CONTRACTOR'S FACILITY**

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

## **LIABILITY FOR DAMAGES**

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

## **PASS THROUGH FEES**

Parking fees, entrance fees, tolls, hotel fees, and any additional time added to the pre-trip itinerary if approved or ordered by the trip chaperon (prior to the date of event), shall be expenses of the District and will be payable to the Contractor.

If the Charter Service Contractor is required to book a driver's room, it shall be a single room at a reasonable rate. Lodging shall be at the same location trip participants are using if available. If cost of the room is to be more than student participation rate for said trip, prior approval must be granted by the Director of Transportation, prior to the date of the event.

These expenses shall be detailed on the invoice.

## **MEALS**

Driver's meals shall be the responsibility of the Contractor.

## **CONTRACTOR INVOICE AND PAYMENT INFORMATION**

### 1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Accounts Payable Section, 699 Old Orchard Drive, Danville, CA 94526-4331. Each invoice shall indicate Contractor's name and mailing address, SRVUSD's agreement and/or Purchase Order number, and the beginning and ending billing dates.

### 2. Payment

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

### 3. Right to Withhold Payment

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

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

## **SCOPE OF WORK**

The successful contractor shall provide student transportation services for school related activities. Trips consists of transportation to and/or from field trip activities, athletic events, competition, typically, but not limited to day trips. Trips under this provision could occur on weekdays and/or weekends. Buses shall be equipped with storage compartments sufficient for the group's equipment.

### **ARRIVAL TIME**

The driver will arrive at the pickup point a minimum of fifteen (15) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of students shall be made at designated points only.

### **BUS DRIVER RESPONSIBILITIES**

Upon arrival at the trip destination, the driver will keep the trip chaperon informed as to the location of the bus and unless excused by the trip chaperon, will remain in the immediate area of the bus.

A school bus shall not be put into motion until all passengers are seated (CCR 1217E). All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The trip chaperon must coordinate their movements on the bus with the driver to ensure his/her safety.

Driver may be required to assist in the loading or unloading of luggage as required by the group.

In the event that a driver encounters reduced visibility during a trip that in their opinion causes it to be unsafe, the driver has the responsibility to pull vehicle over in a safe location and wait until conditions improve. Drivers shall notify, or cause to be notified, the District Transportation Department of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include the location of emergency exits and location and use of emergency equipment. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip.

### **DISTRICT REVIEW OF SERVICE**

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

### **INTERSTATE TRAVEL**

The District will contract with Proposer's for transportation services for both intrastate and interstate travel. Interstate travel is limited to adjoining states only. The District understands that SPAB requirements are invalid outside of California. In the interest of safety, the District requires the

Proposer's driver to operate the vehicle as if it were still in California, following all SPAB laws and regulations to the extent possible.

### **CONSEQUENCES OF POOR SERVICE**

The District has the right to cancel this service agreement if the Proposer does not show up for a trip, is over thirty (30) minutes late for a trip on three (3) or more occasions during the service agreement period, provides a vehicle and/or driver that is not SPAB or school bus certified or does not provide a vehicle as specified in the order. In the event that the Proposer fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Proposer agrees that the District may charge the Proposer with any loss or expense sustained as a result of such failure to deliver.

### **ANTI-IDLING**

The District requires all buses to comply with the California anti-idling regulation, working to preserve the health of students and the public. 13 CCR 2480 is quoted:

*(c) Idling Control Measure*

*(1) A driver of a school bus, school pupil activity bus, youth bus, or general public paratransit vehicle:*

*(A) must turn off the bus or vehicle engine upon stopping at a school or within 100 feet of a school, and must not turn the bus or vehicle engine on more than 30 seconds before beginning to depart from a school or from within 100 feet of a school; and*

*(B) must not cause or allow a bus or vehicle to idle at any location greater than 100 feet from a school for:*

*(i) more than five consecutive minutes; or*

*(ii) a period or periods aggregating more than five minutes in any one hour.*

A charge of \$50 may be assessed against the Proposer's invoice for the trip for each violation observed by a District representative.

### **TRANSPORTATION DEPARTMENT AS EXCLUSIVE BOOKING AGENT**

The San Ramon Valley Unified School District Transportation Department is the exclusive booking agent for the District. All trips must be authorized and booked by the Transportation Department. The Contractor shall not accept any bookings from anyone other than the District Transportation Department for any school or department which is a part of the District. The Contractor must make reasonable efforts to identify when an individual, travel agent or other party is representing a District school or department. The Contractor is required to direct the requestors to contact the Transportation Department for the actual booking.

### **PURCHASE ORDERS**

**A written Purchase Order will be issued to formalized approved trips ONLY. It sets forth the Contractor's obligations as well as District's responsibilities. Purchase Orders allow the District to clearly and explicitly communicate intent and payment. It may include but not limited to price, performance, description of the requested service, terms and condition, and all other agreements pertinent to the purchase and its execution by the Contractor. Purchase Order shall be issued by the Purchasing Department only after all required procedures for field trip are met. Failure to comply may result to cancellation of the service agreement. It is the Contractor's responsibility to assure**

**BEFORE the actual trip date occur, that a written Purchase Order is in place to authorized the contract and cover payment. Invoices without valid Purchase Order will be returned unpaid.**

**CONFIRMATIONS**

The Proposer MUST provide the District Transportation Department with written confirmation of a booked trip within one (1) week from the date the trip was booked.

**SHORT NOTICE TRIPS**

The District shall be allowed to book and cancel athletic teams involved in “playoffs”, on short term notice. The definition of “short term notice” shall mean within twenty-four (24) hours of the event for booking and within twenty-four (24) hours of event for cancellation.

**PRICES**

At no time during the request for proposal period shall the aggregate price (excluding any charges associated with the Fuel Escalation clause), additional fees, overnight lodging, and/or meal expenses be charged to the District that exceed the prices quoted or calculated from information on the written proposal form.

**NO ADDITIONAL CHARGES**

No additional charges will be allowed over and above the price written in the request for proposal, unless otherwise allowed on the proposal form.



## BID FORM

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

### RFB #856

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

**NOTE\***

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

**TERMS** - Cash terms (if applicable) \_\_\_\_\_% \_\_\_\_\_ Days

**PROVIDE RATES BELOW**

- Flat Trip Rate price to include ALL costs for each trip including start from and return to vendor's facility.
- Additional hour (overage), at quarter hour increments, should trip exceed contracted duration.
- **Award will be made to responsive, responsible bidder providing lowest cost per trip BY LINE ITEM basis, by Section, or "all or none" as the interest of the District requires.**

**SECTION 1 – COACH BUS SERVICE**

Item No.	Description	Rate
1	28-42 Passenger Bus	
	FOUR (4) HRS flat rate	\$ /trip
	Per hour overage rate (trips running over 4 hours)	\$ /hour
2	47-56 Passenger Bus	
	FOUR (4) HRS flat rate	\$ /trip
	Per hour overage rate (trips running over 4 hours)	\$ /hour
3	57+ Passenger Bus	
	FOUR (4) HRS flat rate	\$ /trip
	Per hour overage rate (trips running over 4 hours)	\$ /hour

**SECTION 2 – SCHOOL BUS SERVICE**

Item No.	Description	Rate
4	59-84 Passenger	
	FOUR (4) HRS flat rate	\$ /trip
	Per hour overage rate (trips running over 4 hours)	\$ /hour

**PIGGYBACK CLAUSE**

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

Yes, Piggyback Option Granted       No, Piggyback Option Not Granted

**VENDOR'S LICENSE STATEMENT**

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

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Classification No. & Title \_\_\_\_\_

\*\*\*\*\*

*THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.*

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

SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Authorized Agent) (Please Print)

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

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

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

**BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

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

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

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

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

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

## **SCHEDULE B**

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

\_\_\_\_\_ acknowledges  
(vendor/contractor name)

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

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

I, \_\_\_\_\_, as an officer/owner/agent  
(please print name)

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

authorized to enter into the above certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## SCHEDULE B.1

### Additional Certification

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

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

**SCHEDULE C**

**SURVEY – QUALIFICATION and QUESTIONNAIRE FORM**

- 1. How many employees in your firm? How many are assigned to the District account?
- 2. How many years have been in business?
- 3. Provide copy of current State license to perform the work in conformance with the provisions of the State Business and Professions Code.
- 4. Office location supporting the District’s account.
- 5. Describe the functional structure of your organization (i.e. supervision of drivers, staff, office staff, etc.).

---

---

---

---

---

---

- 6. Describe student charter bus transportation services background. Include experience and qualifications as it applies to past and current references.

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

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

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

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

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

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

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_ (if applicable)

Agreement Recorded: \_\_\_\_\_ (County); \_\_\_\_\_ (State); \_\_\_\_\_ (date)

Registered in California? \_\_\_\_\_ (yes) \_\_\_\_\_ (no), If yes, when? \_\_\_\_\_

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

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

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

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

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

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

14. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues relating to student charter bus transportation services?

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

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

### SCHEDULE C.1

#### SPAB DRIVER LIST

Name	California DL No.	CDL Expiration Date	California Special Driver Certificate Expiration	Commercial Medical Certificate Expiration

#### SPAB EQUIPMENT LIST

Please indicate any specialized equipment (busses that accommodate handicapped riders, car seats as required for small children, etc.) that your company can provide.

Vehicle No.	Year and Make/Brand	Model	VIN	License No	Passenger Max. Capacity (Inc. Driver)	Last CHP Inspection Date

(Use additional sheets if needed)



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

## **SCHEDULE C.2**

### **CHP Terminal Inspection Report**

**SUBMIT most recent terminal inspection report to fulfill requirement of Schedule C.2**

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

**SCHEDULE C.3**

**CHP 292 COPIES**

**SUBMIT most recent copies of CHP 292 of all vehicles assigned to this contract to fulfill requirement of Schedule C.3**

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

## **SCHEDULE C.4**

### **Trip Cancellation Policy**

**SUBMIT company's trip cancellation policy to fulfill requirement of Schedule C.4**

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

## **SCHEDULE D**

### **ACKNOWLEDGMENT OF ADDENDA**

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

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

**(Check Appropriate Space(s) for Addenda Received)**

#### Warning

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

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

**SCHEDULE E**

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

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

## **SCHEDULE F**

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

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to the employees.’

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

SIGNATURE: \_\_\_\_\_

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

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

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

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

**SCHEDULE G**

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

**IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE"**

<b>TRADE</b>	<b>NAME</b>	<b>CONTRACTOR'S LICENSE NUMBER</b>	<b>EXPIRATION DATE</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

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

## **SCHEDULE H**

### **Proof of Insurance**

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



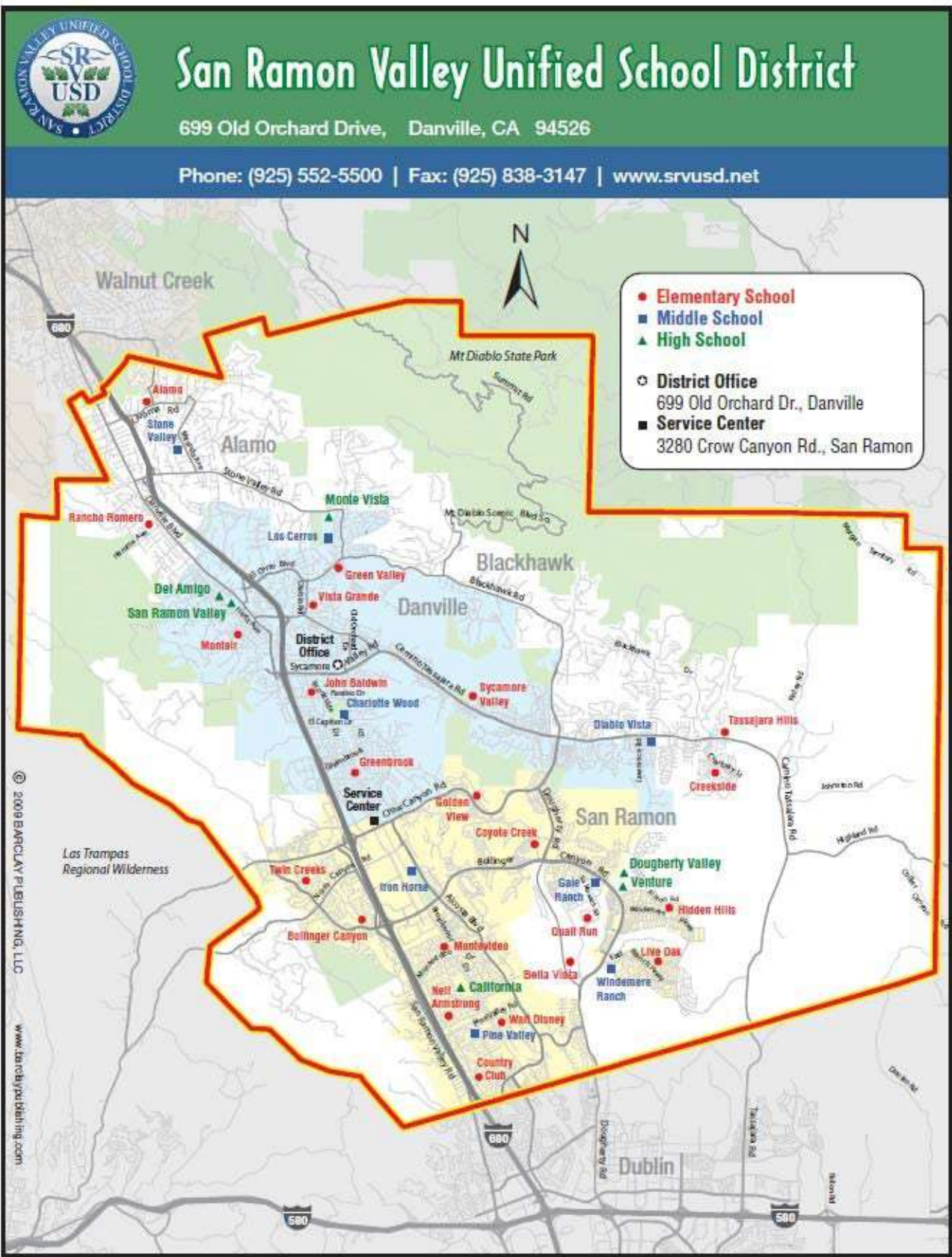
***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE I**

**State Operator's License**

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

# DISTRICT BOUNDARY MAP



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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Single Limits Coverage Applying to Bodily and Personal Injury

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

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

The following endorsements must be attached to the policy:

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

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

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

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

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

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

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

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

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

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

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

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

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

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

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

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

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

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

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

## 1.27 REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

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

See SB854 Fact Sheet [http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet\\_6.30.14.pdf](http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf) for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.