



AS NEEDED TRANSPORTATION SERVICE

Bid No. 1506

Bid Deadline: Friday, December 11, 2015, 10:00 AM
Garden Grove Unified School DISTRICT
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

Contact: Connie Cross, Assistant Director of Business Services
(714) 663-6133
ccross@ggusd.us

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6133

NOTICE CALLING FOR BIDS

AS NEEDED TRANSPORTATION SERVICES BID NO. 1506

District: **Garden Grove Unified School District**

Bid Deadline: **December 11, 2015 at 10:00 AM**

Place of Bid Receipt: **Garden Grove Unified School District Business Office
10331 Stanford Avenue
Garden Grove, California 92840**

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above referenced bid.

The district is seeking proposals for As Needed Transportation Services, Bid 1506, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

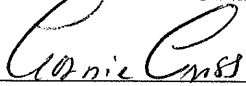
Time is of the essence. Each bid must conform and be responsive to the bid documents, which are on file in the Business Office. Bid documents are also available online at: http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072; printed copies are available upon request by contacting Connie Cross at (714) 663-6133. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Any and all questions shall be directed to the Business Office at (714) 663-6133.

Dated this 30th day of October, 2015.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: 

Connie Cross
Assistant Director of Business Services

Publication Dates: November 6, 2015 and November 13, 2015
Orange County News – PO J72 _____

BID OBJECTIVE

The Garden Grove Unified School District (GGUSD) is seeking bids for as needed transportation services for GGUSD students. This is a 1-year contract with 3 one (1)-year options to renew at the District's discretion. Bidder must agree that any contract awarded by GGUSD will be contingent on adequate funding and that any awarded contract may be terminated at any time by GGUSD.

As Needed Transportation Service will consist of transportation of district students (special needs and otherwise) to and from school activities (grad nights, university tours, field trips, CIF and TBA activities, etc.), both during and after school hours, and can include weekends and holidays. These services will be used on a daily basis and will be provided for those certain pupils and other persons whom the District cannot accommodate using its own school bus fleet.

Prior years' expenditures are estimated to have been approximately \$200,000 annually. No guarantee can be given that this amount will be reached or that it will be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period. Contractor will be paid for each trip according to the rates awarded. The District will not be charged "over hours" for any delays due to Contractor's equipment failure or driver performance.

Contractor shall furnish, operate, and maintain the Orange County Taxi Administration Program (OCTAP) or (TCP) certified drivers and vehicles for the transportation of students, Qualified School Bus Drivers or other appropriately certified drivers and Vehicles for the transportation of pupils and other persons at such times and places as may be specified by the District. Contractor shall comply with the rules and regulations governing the operations of charter-party carriers of passengers pursuant to Chapter 8 of Division 2 of the Public Utilities Code. Such transportation may be either within or without the District on any day or days during the term of this agreement.

It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation For Bids for the opening of bids, the sealed bids will be opened and read at the District office.

All inquiries regarding this bid must be submitted on or before November 30, 2015, no later than 10:00 AM, to Connie Cross, Assistant Director of Business Services by email at purchasing@ggusd.us or by fax at 714-663-6250.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

Bidder must agree that transportation service is nonexclusive and that the GGUSD will determine, in its sole discretion, the transportation to be provided that is best for the students and the most cost effective for GGUSD.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, California** and must be received on or before the bid deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

4. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

6. Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the bid; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the cost of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The bid documents are only provided as information for the bidder. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

8. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District ten (10) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, e-mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE SERVICES; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE SERVICES IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE SERVICES CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.**

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same services unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Governing Board and to the lowest responsive and responsible bidder by category (Bids I-A through I-E, II-A through II-E, III-A through III-E, and/or IV-A through IV-E). If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

12. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the services. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

13. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract. Bidders shall meet all requirements of the U.S. Department of Transportation, California Department of Transportation, the California Department of Education, the California Public Utilities Commission, California Department of Motor Vehicles, California Highway Patrol, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other law, rule, regulation, or procedure pertaining to the transportation of children/students.

14. Anti-Discrimination. In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

15. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

16. Time is of the Essence. All services must be completed within the time limits set forth in the bid documents. It is agreed that failure to perform the services described herein within the time limits required will result in successful bidder being liable to the District, in an amount of cost plus 10% for each consecutive calendar day that services are not performed as required within the time limits required by the District. Such damages shall be deducted from any payments due or to become due to the successful bidder.

17. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

18. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

19. Tobacco Use Policy Certification. The successful bidder shall agree to enforce a tobacco-free work site and will comply with the District's Tobacco Use Policy.

20. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

21. Copies. The number of executed copies of the Agreement, required is three (3).

22. Term of Contract. – The term of this contract is for one (1) year with three one (1) year options to extend by mutual written agreement, and upon approval of the District's Governing Board. Term of the contract shall not exceed four (4) years.

23. Vehicles. – Successful bidder shall own, operate, and maintain one or more appropriate vehicles for the transportation of students and other persons at such times and places as may be specified by the District.

24. Prices. – All prices must remain firm for the entire term of the contract. Pricing shall

be inclusive of all and any cost charged to the District including fuel surcharges. Fees for all services provided under the terms of the contract may be subject to adjustment annually. In the event the successful bidder proposes to increase or decrease the rates for the transportation services, the successful bidder shall provide the District with a written proposal on or before June 1 of each year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period July 1 through June 30, of the then current year, in the category All Urban Consumers, Los Angeles-Orange-Riverside Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair. The adjusted rate shall be effective October 1st. Adjustment shall be approved by the U.S. Department of Transportation.

25. Tax Included. – All sales, use or other taxes, (if any) are the responsibility of the bidder. Price stated on the Bid Form is “final price” with no “add-ons” permitted.

26. Independent Contractor. – While engaged in carrying out and complying with the terms and conditions of the contract, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

27. Personnel. – All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any driver and shall notify the successful bidder in writing. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the District’s contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor’s signature. The successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment, random drug testing on all drivers involved in transporting students and other persons for the District. Post-accident drug testing will be performed in a manner consistent with District transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

28. Experience Factor. – Bidders are to have at least five (5) years of successful experience in providing services similar in size and scope to the requirements of this bid. All services are to be performed by trained and licensed personnel fully experienced in performing the services required.

29. Districts' Right to Choose Suitable Transportation. – The District shall be the sole judge as to the requirements needed by their schools, students and employees in requesting transportation services. If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved by the District, the driver and/or vehicle will be refused and returned. Other arrangements will be made by the district and charged to the bidder.

30. Unscheduled School Closing. – The District shall not be obligated to accept or pay for any services of the bidder on those days when the schools of the District is closed to insure the health or safety of the students or for any other lawful reason.

31. Utilize Care Around Schools and Children. – Bidders acknowledge that the services to be performed under the contract may be done around schools and around children. Bidders shall advise all employees to use care, respect and discretion when working in these surroundings.

32. Record Keeping and Accident Reports. – Bidders will be required to provide records deemed necessary by the District, which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The successful bidder will be required to notify District on a daily basis regarding any student who is scheduled for services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the District cancels service for that student. Bidder shall immediately report to the District all accidents involving the bidder's equipment or personnel while transporting District personnel and/or students.

33. Insurance and Workers' Compensation. – Successful bidder shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an "X" are required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

CERTIFICATE/ENDORSEMENTS

MINIMUM LIMITS PER OCCURRENCE

 X / _____ Worker's Compensation

Statutory

 X / _____ Employer's Liability
 () Broad Form–All States Endorsement
 () Other

\$1,000,000

 X / X Commercial General Liability

\$3,000,000
 (\$25,000,000 Aggregate)

(X) Premises and Operations

() Explosion Hazard

(X) Contractual Liability

() Collapse Hazard

(X) Independent Bidders

() Underground Hazard

(X) Product/Completed Operations

() Garage Keepers Legal Liability

- Broad Form Property Damage
- Personal Injury
- Broad Form Liability Endorsement
- Fire Legal Liability
- Incidental Medical Malpractice
- Hanger Keepers Legal Liability
- Sexual Misconduct or Sexual Molestation Medical Expense Limit
- Watercraft Liability

 X / X Vehicle (including auto) Liability \$10,000,000

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

Other Rider to cover District employees driving Contractor's buses or equipment

For all insurance coverages provided by successful bidder, the following terms apply:

- A. All liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Successful bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
 2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful bidder; products and completed operations of the successful bidder; premises owned, occupied or used by the successful bidder; or automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees agents, and representatives.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- B. The successful bidder agrees to purchase all required insurance at successful bidder's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.
- C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Successful bidder shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

- D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Rating) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the successful bidder (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The successful bidder shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.
- F. All insurance policies required from the successful bidder shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the successful bidder's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- G. All insurance policies shall give the District thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance.
- H. All insurance policies and coverages shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- I. If successful bidder's Professional Liability policy is a "claims made" policy, successful bidder shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- J. The comprehensive General Liability policy shall contain a severability of interests clause.
- K. The successful bidder is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The successful bidder will comply with such provisions and shall furnish the District satisfactory evidence that the successful bidder has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

- L. The procuring of such required policy or policies of insurance shall not be construed to limit successful bidder's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

34. **Fingerprint Certification/Criminal Records Check.** – Successful bidder shall require each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code sections 33192, 44237. Successful bidder shall comply with the requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and drivers, prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who have been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code section 44237 be allowed to come in contact with students. Successful bidder must complete Fingerprint Certification, contained in the bid documents.

35. **Questions and Addenda.** – Any and all questions regarding this bid must be submitted in writing to Connie Cross, Assistant Director of Business Services at ccross@ggusd.us before Friday, December 11, 2015 at 10:00 AM. Answers to these questions and any other related addenda will be posted no later than 5:00 PM on Thursday, December 3, 2015 on the District's website at: http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072.

BID FORM

Name of Bidder: _____

To: **Garden Grove Unified School District** acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, all insurance requirements, General Conditions and Special Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the services and the cost of the services at the place where the services are to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the services, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, necessary to perform the services and complete in a good workmanlike manner all of the services required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the services, in connection with the following:

As Needed Transportation Services Bid No. 1506

all in strict conformity with the Bid Documents, including Addenda No(s). ____, ____, on file at the office of the Garden Grove Unified School District for the sums set forth in the Bid Form Price Sheet.

Bid Form Price Sheet

Bid I-A through I-E	Type I Transit buses 78 or more passengers
Bid II-A through II-E	Type I Conventional buses 41 or more passengers
Bid III-A through III-E	Type II Ambulatory buses 20 or more passengers
Bid IV-A through IV-E	Type I Wheelchair buses 6/2 or more passengers

BID I - 78+ PASSENGER BUSES

Bid A: Minimum four (4) hours and sixty (60) miles per school day.

Minimum Daily
Rate per Bus:

Rate per Bus Mile
Over 60 Daily Miles:

Rate per Bus Hour
Over 4 Daily Hours:

\$ _____

\$ _____

\$ _____

Bid B: Minimum six (6) hours and eighty (80) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 80 Daily Miles:	Rate per Bus Hour Over 6 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid C: School Day Hourly Trips.

Rate per Bus Mile:	Rate per Bus Hour:
\$ _____	\$ _____

Bid D: Activity Buses or Non-School Day - Dedicated Trip Buses – Minimum five (5) hours daily

Minimum Daily Rate per Bus:	Rate per Bus Mile:	Rate per Bus Hour: Over 5 Daily Hours
\$ _____	\$ _____	\$ _____

Cancellation charge if notification is less than two (2) hours: \$ _____

Bid E: Other Driver In-service as Requested by the DISTRICT.

Rate per Hour: \$ _____

=====
Number of new 78+ passenger buses offered in this section: _____
Number of used 78+ passenger buses offered in this section: _____
Total number of 78+ passenger buses offered in this section: _____

BID 2 - 41+ PASSENGER BUSES

Bid A: Minimum four (4) hours and sixty (60) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 60 Daily Miles:	Rate per Bus Hour Over 4 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid B: Minimum six (6) hours and eighty (80) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 80 Daily Miles:	Rate per Bus Hour Over 6 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid C: School Day Hourly Trips.

Rate per Bus Mile:	Rate per Bus Hour:
\$ _____	\$ _____

Bid D: Activity Buses or Non-School Day - Dedicated Trip Buses – Minimum five (5) hours daily

Minimum Daily Rate per Bus:	Rate per Bus Mile:	Rate per Bus Hour: Over 5 Daily Hours
\$ _____	\$ _____	\$ _____

Cancellation charge if notification is less than two (2) hours: \$ _____

Bid E: Other Driver In-service as Requested by the DISTRICT.

Rate per Hour: \$ _____

Number of new 41+ passenger buses offered in this section: _____
Number of used 41+ passenger buses offered in this section: _____
Total number of 41+ passenger buses offered in this section: _____

BID 3 - 20+ PASSENGER BUSES

Bid A: Minimum four (4) hours and sixty (60) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 60 Daily Miles:	Rate per Bus Hour Over 4 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid B: Minimum six (6) hours and eighty (80) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 80 Daily Miles:	Rate per Bus Hour Over 6 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid C: School Day Hourly Trips.

Rate per Bus Mile:	Rate per Bus Hour:
\$ _____	\$ _____

Bid D: Activity Buses or Non-School Day - Dedicated Trip Buses – Minimum five (5) hours daily

Minimum Daily Rate per Bus:	Rate per Bus Mile:	Rate per Bus Hour: Over 5 Daily Hours
\$ _____	\$ _____	\$ _____

Cancellation charge if notification is less than two (2) hours: \$ _____

Bid E: Other Driver In-service as Requested by the DISTRICT.

Rate per Hour: \$ _____

Number of new 20+ passenger buses offered in this section: _____
Number of used 20+ passenger buses offered in this section: _____
Total number of 20+ passenger buses offered in this section: _____

BID 4 - 6/2 WHEELCHAIR/AMBULATORY PASSENGER BUSES

Bid A: Minimum four (4) hours and sixty (60) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 60 Daily Miles:	Rate per Bus Hour Over 4 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid B: Minimum six (6) hours and eighty (80) miles per school day.

Minimum Daily Rate per Bus:	Rate per Bus Mile Over 80 Daily Miles:	Rate per Bus Hour Over 6 Daily Hours:
\$ _____	\$ _____	\$ _____

Bid C: School Day Hourly Trips.

Rate per Bus Mile:	Rate per Bus Hour:
\$ _____	\$ _____

Bid D: Activity Buses or Non-School Day - Dedicated Trip Buses.

Five (5) Hour Minimum Daily Rate per Bus:	Rate per Bus Mile:	Rate per Bus Hour:
\$ _____	\$ _____	\$ _____

Cancellation charge if notification is less than two (2) hours: \$ _____

Bid E: Other Driver In-service as Requested by the DISTRICT.

Rate per Hour: \$ _____

Number of new 6/2 passenger buses offered in this section: _____

Number of used 6/2 passenger buses offered in this section: _____

Total number of 6/2 passenger buses offered in this section: _____

Each individual bid award shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, and Tobacco Use Policy Certification, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name(s) of all persons interested in the bid as principals are as follows:

6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Government Code section 4550 et seq.).

7. The undersigned hereby warrants that the bidder has all appropriate licenses, at the time of the bid opening, that such license entitles bidder to provide the services, that such license will be in full force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the Districts at the time of the bid opening.

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the awarded contract.

10. Time is of the essence.

11. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

12. The District reserves the right to award contract(s) by category (Bids I-A through I-E, II-A through II-E, III-A through III-E, and/or IV-A through IV-E) to the lowest responsive and responsible bidder.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)
Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)
Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?
Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

- (7) Number of years as a provider of this type of transportation services: _____ years
- (8) Number of years as a provider of student transportation services: _____ years
- (9) Are you currently engaged in or have you provided special education transportation services under contract with a school district or county superintendent of schools?

Yes _____ No _____

- If yes:
- a. Name of agency: _____
 - b. Address: _____
 - c. Telephone Number: _____
 - d. Contact Person: _____
 - e. Name of your current terminal or location manager: _____
 - f. Length of manager's service at location: _____
 - g. Types of service you provide at location: _____
 - h. Number of buses/vehicles utilized per location: _____
 - i. Beginning and ending dates of current contracts: _____

- (10) List all applicable transportation permits (City, County, and State) under which you currently operate your transportation services:

- (11) The number of drivers/vehicles in your employ in California and the types of service you provide.

Drivers _____ Vehicles _____ Types of Services _____

- (12) The number of wheelchair accessible vehicles available for use by the District: _____

- (13) Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the District.

Yes _____ No _____ If yes, please include a complete description of this system: _____

(14) Describe your emergency notification/calling capability. _____

(15) How and where do you recruit drivers? _____

(16) What methods do you use to screen or select drivers from among the applicants?

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

(18) Do you check applicant's references? Yes _____ No _____

(19) Describe your experience with students/individuals with special needs and include the following information:

- Types and severity of disabilities
- Procedures for providing transportation services for individuals with moderate to severe disabilities
- Types of training you provide to staff to work with individuals with disabilities

(20) Do you require all your transportation specific employees to undergo random drug testing?

Yes _____ No _____ If yes, please explain your company policies and procedures

(21) Does your company fingerprint all employees, drivers, attendants and mechanics who might come in contact with students?

Yes _____ No _____

(22) Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might come in contact with students?

Yes _____ No _____

(23) Please provide a detailed list and description of in-service training and retraining programs.

(24) How do you identify those drivers that require retraining? _____

(25) Please break down the percentage of training time that is given to the following categories:

Organizational Policies & Procedures _____%

Safety _____%

Time Management _____%

Individuals with Disabilities _____%

Other _____% Please describe: _____

(26) Describe your current program for discipline of all personnel related to, including but not limited to, safety, absences, tardiness, on time performance, and tenure on the job?

(27) Please describe your standards and procedures for discipline of drivers. _____

(28) Please describe your policy on what is a chargeable vehicle accident. _____

(29) Provide the total number of vehicle accidents you have had in the State of California within the preceding three (3) years. Please break the numbers down into categories of chargeable, non-chargeable, moving, non-moving, students on board, and violations charged.

(30) Please describe your policy on what is a job related injury. _____

(31) Provide the total of job or work related injuries you suffered within the State of California, in the past three (3) years. Please break down the numbers within categories of preventable or non-preventable. Give a brief description of what programs or training were instituted to ensure a non-reoccurrence of the injuries. _____

(32) Do you have a formal, scheduled preventive maintenance program for vehicles?

Yes _____ No _____ If yes, provide details of the program and a sample of checklists.

(33) Do you require daily checks and written forms to be completed by the drivers?

Yes _____ No _____

(34) How do you ensure that serious defects or safety issues are addressed in a timely manner?

(35) What is your manpower or mechanic allotment schedule (number of vehicles per mechanic)?

(36) If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three (3) years within California?

Yes _____ No _____ If no, please explain: _____

(37) Have you ever been terminated from a school district or any public transportation services contract prior to the completion of the contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(38) Have you ever been barred from bidding on any school district or public transportation services contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(39) Have you ever defaulted on any school district or public transportation services contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(40) Have you ever brought any claim(s) against a school district or public agency? Yes ___ No ___ If the answer is "Yes," please explain in detail name of school district/public agency, nature of the claim and outcome. _____

(41) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district or public transportation services contract during the past ten (10) years? Yes ___ No ___ If the answer is "Yes," provide name of the school district/public agency and details. _____

(42) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District?
Yes ____ No ____ If so, please elaborate.

(43) List at least five (5) of your most recent school district transportation services contracts.

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

(44) Are you currently providing transportation services under another contract?

Yes ____ No ____ If the answer is "Yes," please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(45) Are there transportation services contracts not listed above that will be undertaken during the duration of District's transportation services contract? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(46) List of References – Public/school district transportation services contracts references within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

(47) Additional information: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature

Print Name

Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of the Transportation Contractor

By: _____
Signature

Print Name

Title

Date

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

AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20__, in the County of Orange, State of California, is by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and _____, (hereinafter referred to as "Transportation Contractor").

The District and the Transportation Contractor, for the consideration stated herein, agree as follows:

1. Transportation Contractor agrees to complete the **As Needed Transportation Services Bid No. 1506** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Transportation Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for performance of the services. All of said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Transportation Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Transportation Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the prices set forth on the Bid Form Price Sheet.

4. The services shall be commenced on or before the fifth (5) day after receiving the District's Notice to Proceed. The term of this Agreement shall be a one (1) year period, February 1, 2016 to January 31, 2017, and may be extended for three (3) additional one year periods upon mutual written agreement between District and Transportation Contractor. The maximum term of this Agreement shall be four (4) years.

5. **Time is of the essence.**

6. Termination for Cause or Nonappropriation. In the event Transportation Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Transportation Contractor to cease all services by providing Transportation Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Transportation Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for District's convenience, Transportation Contractor shall be entitled to receive payment from District for services satisfactorily performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Transportation Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, 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) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Transportation Contractor or any person, firm or corporation employed by the Transportation Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Transportation Contractor, or any person, firm, or corporation employed by the Transportation Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Transportation Contractor, either directly or by independent contract,

The Transportation Contractor, at Transportation Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Transportation Contractor, at the Transportation Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing

Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Transportation Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Transportation Contractor or individual entities comprising the Transportation Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services of this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Transportation Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to provide notice to any party as required under the Bid Documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Transportation Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Transportation Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

9. Transportation Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.

10. If Transportation Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

TRANSPORTATION CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Transportation Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further

understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF TRANSPORTATION CONTRACTOR

Signature

Print Name

Title

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Garden Grove Unified School District:

I, _____ certify that:
Name of Transportation Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of the contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Transportation Contractor

Signature

Date

SPECIAL CONDITIONS

SPECIAL CONDITIONS

A full service transportation company that can effectively utilize technology to schedule, dispatch, track and manage trips is required and such company must:

1. Provide safe, air conditioned transportation services for the transportation of GGUSD students and accompanying adults.
2. Provide written acceptance of scheduled trips must be made within 24 hours of district's request.
3. Be able to provide trips for university tours which include trips over 100 miles and/or requiring overnight stays.
4. Be able to provide transportation for graduation night trips.
5. Agree to be paid for services based upon the costs set forth on the Bid Form Price Sheet. GGUSD will not be charged "over hours" for any delays due to contractor's equipment failure or driver performance. There shall be no waiting time charge, no cancellation of trip charge. In situations requiring the rescheduling of trips due to inclement weather, company will offer financial considerations.
6. Provide vehicles certified to handle students with disabilities including wheelchair accessibility and applicable seat safety restraints as necessary.
7. Have the vehicle availability (wheelchair accessible busses and coach-style busses) to serve GGUSD transportation needs.
8. Be able to provide mountain trips.
9. Provide vehicles that have annual CHP inspection records available.
10. Provide certified drivers with experience working with students with disabilities, if needed.
11. Provide drivers who possess Class A or B California commercial driver licenses with Passenger (P) endorsement and California Special Driver Certificate (DL-45), as applicable.
12. Provide drivers who possess a Medical Certificate (DL-51A), First Aid Certificate, and California Highway Patrol 292 Inspection Approval Certificate.
13. Provide drivers who have twelve (12) months of driver time records available.
14. Provide drivers who have the DOT-Drug and Alcohol policy records available.
15. Assign a certified Driver Instructor/Contract Supervisor to ensure consistent high quality transportation services.
16. Provide contact information for the charter company and/or driver(s) to be used in the event of an emergency.
17. Provide quality service incorporated into all of the transportation company's processes from simple telephone inquiry to complex routing and dispatching resulting in consistent, accurate and professional service, reliability and performance.
18. Comply with all regulations of the Orange County Taxi Administration Program (OCTAP).
19. Be able to schedule, dispatch, track and manage a large number of daily trips.
20. Agree that the GGUSD will determine the transportation to be provided that is best for the students and the most cost effective for GGUSD.

21. Have monthly billing documents specific to provided transportation services that includes:
 - a) Passenger Name and ID#
 - b) Route Name/#
 - c) Dates of Service
 - d) Trip Mileage
 - e) Mileage Costs
 - f) Wait Time
22. Partner with GGUSD to establish:
 - a) Operating procedures for arranging and providing trips and maintaining ongoing communication with GGUSD.
 - b) Identify evaluation procedures, criteria and reporting mechanisms.
 - c) Emergency Protocols, i.e., accident, medical emergency, no-shows, earthquake, etc.
 - d) Recruitment and validation of driver eligibility i.e. criminal background check.
 - e) Driver training procedures including working with individuals with physical and/or other disabilities.
23. Comply with all rules and regulations pursuant to Chapter 7 of the California Highway Patrol Passenger Transportation Safety Handbook 82.7, School Pupil Activity Bus (SPAB) 546 VC.
24. Be able to provide GGUSD with daily maintenance logs for its vehicles.
25. GGUSD adult attendants must be allowed as necessary without charge.
26. Understands and agrees that any contract awarded by GGUSD will be non-exclusive, contingent on adequate funding and that any awarded contract may be terminated at any time by GGUSD.

GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which alter, explain, or clarify the Bid Documents prior to the bid deadline.
- (c) Approval means written authorization by District.
- (d) Agreement includes collectively all Bid Documents.
- (e) Bid Documents includes collectively, to wit: Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) Locality in which the services are to be performed means the county and city in which the services are done.

ARTICLE 2. STATUS OF TRANSPORTATION CONTRACTOR

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

ARTICLE 3. CHANGE IN NAME AND NATURE OF TRANSPORTATION CONTRACTOR'S LEGAL ENTITY

Before Transportation Contractor makes any change in the name or legal nature of the Transportation Contractor's entity, Transportation Contractor shall first notify the District in

TABLE OF CONTENTS TO THE GENERAL CONDITIONS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	1
2. STATUS OF TRANSPORTATION CONTRACTOR.....	1
3. CHANGE IN NAME AND NATURE OF TRANSPORTATION CONTRACTOR'S LEGAL ENTITY.....	1
4. TRANSPORTATION CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS.....	2
5. PROHIBITED INTERESTS.....	3
6. NOTICE OF TAXABLE POSSESSORY INTEREST.....	3
7. ASSIGNMENT OF ANTITRUST ACTIONS.....	3
8. OTHER CONTRACTS.....	3
9. DISTRICT'S RIGHT TO TERMINATE AGREEMENT.....	4
10. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE.....	5
11. DOCUMENTS ON SERVICES.....	6
12. STATE AUDIT.....	6
13. SCHEDULE.....	6
14. MATERIALS AND SERVICES.....	6
15. OBTAINING OF PERMITS, LICENSES.....	7
16. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.....	7
17. ACCESS TO WORK SITE.....	7
18. GUARANTEE.....	7
19. DUTY TO PROVIDE FIT WORKERS.....	8
20. PROTECTION OF PERSONS AND PROPERTY.....	8
21. NON-DISCRIMINATION.....	8
22. DISPUTES.....	9
23. PAYMENTS.....	9
24. TAXES.....	9
25. SUBCONTRACTING.....	10
26. NOTICE.....	10
27. NO WAIVER.....	10
28. CRIMINAL RECORDS CHECK.....	10
29. TOBACCO USE POLICY.....	11
30. GOVERNING LAW.....	11

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which alter, explain, or clarify the Bid Documents prior to the bid deadline.
- (c) Approval means written authorization by District.
- (d) Agreement includes collectively all Bid Documents.
- (e) Bid Documents includes collectively, to wit: Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) Locality in which the services are to be performed means the county and city in which the services are done.

ARTICLE 2. STATUS OF TRANSPORTATION CONTRACTOR

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

ARTICLE 3. CHANGE IN NAME AND NATURE OF TRANSPORTATION CONTRACTOR'S LEGAL ENTITY

Before Transportation Contractor makes any change in the name or legal nature of the Transportation Contractor's entity, Transportation Contractor shall first notify the District in

writing and cooperate with District in making such changes as the District may request in the Bid Documents.

ARTICLE 4. TRANSPORTATION CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During performance of the services, Transportation Contractor shall assign a competent supervisor satisfactory to District. Before commencing the services herein, Transportation Contractor shall give written notice to District of the name, qualifications and experience of such person. If he/she is found unsatisfactory by the District, Transportation Contractor shall replace him/her with one acceptable to the District. Supervisor shall not be changed except with written consent of District, unless he/she proves to be unsatisfactory to Transportation Contractor and ceases to be in its employ, in which case, Transportation Contractor shall notify District in writing and replace him/her with one acceptable to the District. Supervisor shall represent Transportation Contractor and all directions given to Supervisor shall be as binding as if given to Transportation Contractor.

(b) Transportation Contractor shall supervise and direct the services competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the services in accordance with the Bid Documents. The Transportation Contractor represents itself to District as a skilled, knowledgeable, and experienced Transportation Contractor. The Transportation Contractor shall carefully study and compare the Bid Documents, and shall at once report to the District any errors, inconsistencies, or omissions discovered. The Transportation Contractor shall be liable to the District for damage resulting from errors, inconsistencies, or omissions in the Bid Documents that the Transportation Contractor recognized and which Transportation Contractor knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) The Transportation Contractor shall verify all information before performing services. The Transportation Contractor shall verify field conditions, and shall carefully compare such conditions and other information known to the Transportation Contractor with the Bid Documents before commencing services. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

(d) Omissions from the Bid Documents or the misdescription of details of services which are manifestly necessary to carry out the intent of the Agreement, or which are customarily performed, shall not relieve the Transportation Contractor from performing such omitted or misdescribed services, but they shall be performed as if fully and correctly set forth and described in the Bid Documents.

(e) The Transportation Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of services. The Transportation Contractor shall be responsible to see that the services comply accurately with the Bid Documents.

ARTICLE 5. PROHIBITED INTERESTS

No official of any District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any aspect of the services, shall become directly or indirectly interested financially in any awarded contract or in any part thereof. No officer or employee of District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the services shall become directly or indirectly interested financially in any awarded contract or in any part thereof. Transportation Contractor shall receive no compensation and shall repay District for any compensation received by Transportation Contractor hereunder, should Transportation Contractor aid, abet or knowingly participate in violation of this Article 5.

ARTICLE 6. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 7. ASSIGNMENT OF ANTITRUST ACTIONS

Government Code section 4552 provides:

“In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the public purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.”

Transportation Contractor, for itself and all subcontractors, agrees to assign to District all rights, title, and interest in and to all such causes of action Transportation Contractor and all subcontractors may have under the Agreement. This assignment shall become effective at the time District tenders final payment to the Transportation Contractor, and Transportation Contractor shall require assignments from all subcontractors to comply herewith.

ARTICLE 8. OTHER CONTRACTS

(a) District reserves the right to award other contracts in connection with transportation services. Transportation Contractor shall properly coordinate its services with any such contractors.

(b) Transportation Contractor shall ascertain to its own satisfaction the scope of the services and nature of any other contracts that have been or may be awarded by District to the end that Transportation Contractor may perform services in the light of such other contracts, if any.

(c) Nothing herein contained shall be interpreted as granting to Transportation Contractor an exclusive contract. Transportation Contractor shall not cause any unnecessary hindrance or delay to any other contractor.

(d) District shall not be responsible for any damages suffered or extra costs incurred by Transportation Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts for transportation services, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

ARTICLE 9. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the Transportation Contractor refuses or fails to complete the services or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said services within such time, or if the Transportation Contractor should file a petition for relief as a debtor, or should relief be ordered against Transportation Contractor as a debtor under Title 11 of the United States Code, or if Transportation Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the services in the time specified, or if Transportation Contractor should fail to make prompt payment for materials or labor, or disregard laws or ordinances or instructions of District, or if Transportation Contractor should otherwise be guilty of a violation of any provision of this Agreement, then Transportation Contractor shall be deemed to be in default of the Agreement and District may, without prejudice to any other right or remedy, serve written notice upon Transportation Contractor of District intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to District for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Transportation Contractor shall not be entitled to receive any further payment.

(b) In the event of any such termination, District may take over the services and prosecute same to completion by any means determined by District including hiring another contractor for the account and at the expense of Transportation Contractor, and Transportation Contractor shall be liable to District for any excess cost or other damages occasioned by the District thereby. Time is of the essence in this Agreement.

(c) The expense of finishing the services, including compensation for additional, managerial and administrative services, shall be a charge against Transportation Contractor and Transportation Contractor agrees that the charge may be deducted from any money due or becoming due to Transportation Contractor from District or Transportation Contractor shall pay the charge to the District.

(d) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the services or the District determines that sufficient funds are not available to complete the services, District may terminate or suspend the completion of the services at any time by giving written notice to the Transportation Contractor. In the event that the District exercises this option, the District shall pay for any and all services completed. District may, without cause, order Transportation Contractor in writing to suspend, delay or interrupt the services in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 10. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

(a) Transportation Contractor shall not commence services under this Agreement until all required insurance certificates and endorsements as set forth in the Information for Bidders from admitted insurers have been obtained and delivered to and approved by District. Such insurance shall be issued by admitted insurers approved by the District. Transportation Contractor shall provide proof of insurance on District approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(c) In case of Transportation Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the

Transportation Contractor, such insurance in the name of Transportation Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Transportation Contractor under this Agreement.

ARTICLE 11. DOCUMENTS ON SERVICES

Transportation Contractor shall keep at all times one legible copy of all Bid Documents, including addenda and any other documents related to the services. Said documents shall be kept in good order and available to District, and all authorities having jurisdiction.

ARTICLE 12. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the District, the Transportation Contractor, connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 13. SCHEDULE

- (a) After being awarded the contract, Transportation Contractor shall submit a detailed monthly schedule for District approval. The schedule shall indicate the beginning and completion dates of all phases of services.
- (b) The scheduling is necessary for the District's adequate monitoring of the progress of the services. The District may disapprove such a schedule and require modification to it if, in the opinion of the District, adherence to the schedule will cause the services not to be completed in accordance with the Agreement. Transportation Contractor shall adhere to any such modifications required by the District.
- (c) Transportation Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the services.
- (d) Transportation Contractor agrees that failure to timely submit the schedule, or any revised schedule, requested by the District may result in delay in payment to Transportation Contractor.

ARTICLE 14. MATERIALS AND SERVICES

- (a) Except as otherwise specifically stated in this Agreement, Transportation Contractor shall provide and pay for all materials, supplies, tools, equipment, labor, transportation, supervision, and all other services and facilities of every nature whatsoever necessary to execute and complete the services within specified time.

- (b) Materials and equipment shall be furnished in ample quantities and at such times as to insure uninterrupted services.

ARTICLE 15. OBTAINING OF PERMITS, LICENSES

Permits, licenses, and certificates necessary for prosecution of services, shall be secured and paid for by Transportation Contractor. Copies of all such permits, licenses, and certificates shall be delivered to the District.

ARTICLE 16. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

- (a) Transportation Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the services.
- (b) If Transportation Contractor performs any services which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to District, Transportation Contractor shall bear all costs arising therefrom.

ARTICLE 17. ACCESS TO WORK SITE

District and its representatives shall at all times have access to Transportation Contractor's work site.

ARTICLE 18. GUARANTEE

- (a) Transportation Contractor warrants that the services (which include any equipment or materials furnished in order to perform services) shall: (a) be in compliance with all applicable laws; and (b) conform and perform to the requirements stated in the Bid Documents and where detail requirements are not so stated, shall conform to applicable industry standards.
- (b) District shall give Transportation Contractor prompt written notice after discovery of any defective services or equipment. Transportation Contractor shall correct any such defective services or equipment immediately, at its sole expense, in a manner approved by the District and with due diligence and dispatch as required to minimize the disruption to District transportation services.
- (c) In the event of failure of Transportation Contractor to commence and pursue with diligence said corrections to services or equipment within ten (10) calendar days after being notified in writing, District is hereby authorized to proceed to have transportation services provided by another Transportation Contractor, at the expense of Transportation Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.
- (d) If, in the opinion of the District, services or equipment creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to

prevent interruption of operations of the District, the District will attempt to give the written notice required by this Article. If the Transportation Contractor cannot be contacted or neither complies with the District requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Transportation Contractor. Such action by the District will not relieve the Transportation Contractor of the guarantees provided in this Article or elsewhere in the Bid Documents.

- (e) Nothing herein shall limit any other rights or remedies available to District.
- (f) The District may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 19. DUTY TO PROVIDE FIT WORKERS

- (a) Transportation Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on services any unfit person or anyone not skilled in services assigned to such person. It shall be the responsibility of Transportation Contractor to ensure compliance with this Article.
- (b) Any person in the employ of the Transportation Contractor whom District may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from providing services and shall not again be employed on it except with written consent of District.

ARTICLE 20. PROTECTION OF PERSONS AND PROPERTY

- (a) The Transportation Contractor shall be responsible for all damages to persons or properties that occur as a result of its fault or negligence in connection with the prosecution of this Agreement.
- (b) Transportation Contractor shall take all necessary precautions for safety of its employees, District employees and students and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, and regulations, to prevent accidents or injury to persons related to the services. Transportation Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. In an emergency affecting safety of person, Transportation Contractor, without special instruction or authorization from the District, is hereby permitted to act, at its discretion, to prevent such threatened injury.

ARTICLE 21. NON-DISCRIMINATION

In the performance of the terms of this Agreement, Transportation Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national

origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 22. DISPUTES

In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement or payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Transportation Contractor agrees to continue the services diligently. If the dispute is not resolved, Transportation Contractor agrees it will neither rescind the Agreement nor stop the services, but Transportation Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the services have been completed, and not before.

ARTICLE 23. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District of an undisputed, properly submitted payment request from Transportation Contractor which has been certified for payment by the District, Transportation Contractor shall be paid for services satisfactorily performed. TRANSPORTATION CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR SERVICES PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING SERVICES, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT SHALL REMAIN UNCOMPLIED WITH BY THE TRANSPORTATION CONTRACTOR.

(b) District has discretion to require from the Transportation Contractor any additional information with the payment request. Transportation Contractor agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) If Transportation Contractor defaults or neglects to carry out the services in accordance with the Bid Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Transportation Contractor and without prejudice to any other remedy they may have, adjust the total contract price.

ARTICLE 24. TAXES

(a) Transportation Contractor will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Bid Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute documents necessary to show (1) that the District is a political subdivision of the State for the

purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

ARTICLE 25. SUBCONTRACTING

The Transportation Contractor may not subcontract transportation services.

ARTICLE 26. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Transportation Contractor, by personal delivery thereof to said Transportation Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Transportation Contractor at its regular place of business and sent by registered or certified mail with postage prepaid;

ARTICLE 27. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 28. CRIMINAL RECORDS CHECK

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The Transportation Contractor shall not permit an employee to come in contact with District pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Transportation Contractor shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by Transportation Contractor is included in the Bid Documents.

ARTICLE 29. TOBACCO USE POLICY

Transportation Contractor has been advised and is aware that District has adopted Board Policies which prohibit the use of tobacco products, including smokeless tobacco, anywhere on District property. Transportation Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Transportation Contractor's employees and while on District's property. Transportation Contractor understands and agrees that should any employee of Transportation Contractor violate the District's Board Policies after having already been warned once for violating District's tobacco-free policy, Transportation Contractor shall remove the individual for the duration of the contract.

ARTICLE 30. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.