

REQUEST FOR PROPOSALS (RFP)

FOR

Home –To -- School Special Education Transportation

RFP 2019 - 2020

Sealed Proposals must be submitted to:

**Attn: Matt Devins, Executive Director
Stanislaus SELPA
1325 Celeste Drive
Modesto, CA**

By 1:00 PM Pacific Standard Time on Friday, December 6, 2019

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**, unless the SELPA determines, at its sole discretion, and certain information is subject to protection from disclosure or an exception to the California Public Records Act. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by Stanislaus SELPA, if requested, under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless Stanislaus SELPA and its' districts for release of such information.

NOTICE TO BIDDERS

RE: Home to School Special Education Transportation - Stanislaus SELPA

NOTICE IS HEREBY GIVEN that the Stanislaus County Special Education Local Plan Area of California, acting by and through its Governing Board, hereinafter referred to as "Stanislaus SELPA", will receive sealed bid quotations from interested and qualified Bidders for the provision and operation of the home-to-school special education transportation needs as specified in the Request for Bid Proposals, specifically including the Transportation Service Agreement Contract. The Agreement shall commence on 7/01/2020 and shall terminate on the last day of summer school (extended year) 2023, with the option to renew by mutual consent of both parties for a total contract length of five (5) years, as allowed by law. Please be advised that the Stanislaus SELPA seeks three different cost proposals from Bidders and require bidders to submit proposals for each scope of work.

Each Request for Proposal submittal must contain: Cover letter, Bid Proposal Questionnaire, Bid Price Schedule, Stanislaus SELPA Monitoring Program Statement, Service Input Screening Statement, Contractor's Faithful Performance Bond, Fingerprinting Certification, Drug Free Workplace Certification, Safety Program Certification, Bidder References and Responsibility Information, Non-Collusion Affidavit, Worker's Compensation Certificate, Insurance Certificate, Proposer Site Visit Certification, and Bid Label.

A Pre-Bid Conference will be held on Thursday, October 17 at 2:30 PM at the Stanislaus SELPA, Conference Room, 1325 Celeste Drive, Modesto, CA 95355. Proposers must attend the pre-bid conference to qualify to submit a bid proposal. Each Proposer may have a maximum of two representatives present at the mandatory pre-bid conference.

Bidders may obtain a Request for Proposal packet from the Stanislaus SELPA office located at 1325 Celeste Dr., Modesto, CA 95351. Phone: (209) 238-6552, Fax: (209) 238-6599 and are available Monday through Friday, 7:30 AM to 4:00 PM. RFP packets will be available as of Tuesday, October 1, 2019.

The Stanislaus SELPA will receive bids up to, but no later than, 1 p.m. on Friday, December 6, 2019. The Stanislaus SELPA reserves the right to reject any and all quotations and to waive any informality, technical defect or clerical error in any RFP, as the interest of the Stanislaus SELPA may require. Any bidder may withdraw his or her quotation, either personally or by written request, at any time prior to the scheduled closing time for receipt of quotations. Each proposal shall be in accordance with plans, specifications, and other Contract documents set forth in this Bid Package.

Stanislaus SELPA

By _____

Matthew Devins, Ed. D.
Stanislaus SELPA Director

I. GENERAL INFORMATION

STATEMENT OF INTENT

This Request for Proposals (RFP) seeks a provider for the provision and operation of the home-to-school special education transportation needs for students within Stanislaus County. The Agreement shall commence on 7/1/2020 and shall terminate on the last day of summer school (extended year) 2023, with the option to renew by mutual consent of both parties to the extent, for total contract length of five (5) years, as allowed by law.

Contractors responding to this Request for Bids are notified that the number of buses required to provide transportation services may be increased or decreased as a result of Stanislaus SELPA's decision to adjust schedules and add or subtract students requiring transportation services. The Contractor shall be responsible for providing special needs transportation as outlined in the "Contractor's Duties" section of Stanislaus SELPA's Transportation Contract.

Each bid submittal must contain: Cover letter, Bid Proposal Questionnaire, Bid Price Schedule, Stanislaus SELPA Monitoring Program Statement, Service Input Screening Statement, Contractor's Faithful Performance Bond, Fingerprinting Certification, Drug Free Workplace Certification, Safety Program Certification, Bidder References and Responsibility Information, Non-Collusion Affidavit, Worker's Compensation Certificate, Insurance Certificate, Proposer Site Visit Certification, and Bid Label.

BACKGROUND

Stanislaus SELPA provides home-to-school transportation services to special needs pupils attending Pre-K, K-12, continuation schools and non-public schools/agencies throughout Stanislaus County. Stanislaus SELPA is located in Stanislaus County, and covers approximately 1,500 square miles of territory. Stanislaus SELPA serves 24 districts within Stanislaus County. Stanislaus SELPA has an enrollment of approximately 80,000 students, of which approximately 846 students ride the buses daily. Enrollment stems from 24 individual districts and approximately 110 school sites.

Stanislaus SELPA provides transportation services to students with special needs under the requirements of the Education Code, the State Board of Education, the Vehicle Code, Federal Regulations and the California Administrative Code.

Stanislaus SELPA oversees policies and procedures for special education programs for physically, mentally, and emotionally disabled children and youth. Because of the nature and severity of the handicaps, the pupils are transported from their homes to the school of attendance.

Modesto City Schools SELPA provides home-to-school transportation services to special needs pupils attending Pre-K, K – 12, continuation schools and non-public schools/agencies throughout Stanislaus County. It has an enrollment of approximately 30,000 students, of which approximately 750 ride the buses daily. Enrollment stems from two individual districts and approximately 40 school sites.

DETERMINATION OF AWARD

The award, if made by Stanislaus SELPA, will be based on demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price to Stanislaus SELPA and any additional criteria or guidelines established by Stanislaus SELPA. The award will be made after careful evaluation by the selection committee and will be based on demonstrated competence, as well as what is in the best interest of Stanislaus SELPA.

RESERVATIONS

The Stanislaus SELPA Governing Board reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this RFP, as the interest of the Stanislaus SELPA may require. The Stanislaus SELPA reserves the right to reject the RFP submitted by any Bidder who, in its opinion, has previously failed to perform satisfactorily when rendering services for similar nature to the Stanislaus SELPA.

The Stanislaus SELPA Governing Board reserves the right, as the interests of the Stanislaus SELPA may require, to revise or amend the specifications prior to the date set for submittal of proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this RFP. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the submittal of proposals may be postponed by such number of days as in the opinion of the Stanislaus SELPA will enable Bidders to revise their proposals. In such cases, the addendum will include an announcement of the new date for submittal of proposals.

QUESTIONS DURING BID PREPARATION PERIOD

Contractors should examine all bid documents, requirements, and specifications of the proposed agreement. Questions regarding conditions and specifications must be submitted in writing to Matt Devins, Executive Director. The deadline for submitting questions or requests for clarification relative to this RFP is 4 PM, Tuesday, October 24, 2019. Requests are to be emailed to mdevins@stancoe.org. Include in the subject line "Stanislaus SELPA Bid Questions". The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation. Bidders shall not contact any other employee, officer, or representative of Stanislaus SELPA regarding this bid.

DELIVERY DATE

Barring any unforeseen circumstances, the Stanislaus SELPA intends to have pupil transportation services fully operational by the contract starting date of July 1, 2020.

II. RFP PROCEDURE

This section describes the general RFP procedure used by Stanislaus SELPA, and the remaining sections of this RFP list detailed requirements.

THE REQUEST FOR PROPOSALS PROCESS

Stanislaus SELPA seeks a school bus Contractor to provide special education transportation services throughout Stanislaus County. Stanislaus SELPA requires that the Contractor provide a turn-key operation including, but not limited to: management and management expertise, necessary regular and standby drivers, California Certified instructors and driver trainers, office staff, vehicles, fuel, vehicle repair, vehicle cleaning, secured parking facility, mechanics, safety personnel and ALL necessary telephone, computer and electronic/technical equipment to provide the special education students of Stanislaus County with safe reliable and on-time transportation services.

In addition to transportation services, Contractor shall supply, train and maintain a pool of pupil bus aides/monitors in Crisis Prevention Intervention (CPI) Certified or other Stanislaus SELPA approved behavior intervention program. Contractor is required to employ a CPI/approved behavior intervention program Certified Instructor. Stanislaus SELPA, at its sole discretion has the authority to require Contractor provide bus aides/monitors to assist student(s) while on board the school bus. The number of bus aides/monitors is determined by need and therefore not preset in a fixed number. Contractor must therefore have the flexibility and ability to increase or decrease the number of aides/monitors required based on need.

A. TENTATIVE PROCUREMENT SCHEDULE

Issue Request for Bid Proposals	September 30, 2019
Mandatory Proposer's Conference	October 17, 2019
Deadline to submit for clarification	October 24, 2019
Response to Questions & Clarifications	October 31, 2019
Bid Proposals due	December 6, 2019
Contractor Presentations	January 16, 2020
Site Evaluations/Terminal Inspections	January 2020
Notification of Intent to Award	February 7, 2020
Award of Contract by Board (anticipated)	February 28, 2020
Date Contract Term Begins	July 1, 2020

B. SUBMISSION OF PROPOSALS

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity, which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the Stanislaus SELPA. The Stanislaus SELPA reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Stanislaus SELPA, as determined in the sole discretion of the Stanislaus SELPA.

All proposals must be delivered to:

Matt Devins, Executive Director
Stanislaus SELPA
1325 Celeste Dr.
Modesto, CA 95355

Upon receipt by the Stanislaus SELPA, all proposals will be date stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

California Government Code Sections 6250 *et seq.* (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records will be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Stanislaus SELPA, which is a part of the County of Stanislaus, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. In addition, all information submitted in response to this RFP is itself a public record **without exception**. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Stanislaus SELPA if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the Stanislaus SELPA for release of such information.

If the Stanislaus SELPA receives a request for any portion of a document submitted in response to this RFP, the Stanislaus SELPA may not assert any privileges that may exist on behalf of the person or entity submitting the proposal and the Stanislaus SELPA reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the Stanislaus SELPA and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP. In particular, the SELPA reserves the right to withhold documents from companies submitting bids pursuant to this RFP and who seek to obtain the bid documents from other companies also submitting bids.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Stanislaus SELPA and/or its officers, agents, or employees that the Stanislaus SELPA has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

D. USE OF STANISLAUS SELPA DOCUMENTS

Bids must be presented on the forms included in the Contract Documents, must include all attachments and submittals and must be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. Any proposal submitted in altered form may result in rejection of such proposal at the option of the Stanislaus SELPA. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his/her bid is received in proper time. Any bid received after the sealed closing time for receipt of bids will be returned to the bidder unopened.

All bids must be readily identifiable as bid submissions by the presence of the completed bid cover sheet attached to the outside of the sealed envelope or package. Bids delivered in an outer envelope or package of a courier/delivery service or other envelope or package without a completed bid cover sheet affixed to the outside must have, within the outer envelope or package, a second sealed envelope or package containing the bid with the completed bid cover sheet affixed.

Stanislaus SELPA will not be responsible for the timely identification or receipt of bids not delivered in a sealed envelope or package with a clearly visible and completed bid cover sheet affixed to it.

The Stanislaus SELPA RFP proposal documents include: Cover letter, Bid Proposal Questionnaire, Bid Price Schedule, Stanislaus SELPA Monitoring Program Statement, Service Input Screening Statement, Contractor's Faithful Performance Bond, Fingerprinting Certification, Drug Free Workplace Certification, Safety Program Certification, Bidder References and Responsibility Information, Non-Collusion Affidavit, Worker's Compensation Certificate, Insurance Certificate, Proposer Site Visit Certification, and Bid Label.

E. INSPECTION OF DOCUMENTS

1. Each Bidder receiving RFP forms prepared by the Stanislaus SELPA is responsible for inspection of said documents, for missing or illegible pages, or other indication of incomplete information provided to the Bidder.
2. The failure or neglect of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to its proposal. The submittal of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Bidder must be acknowledged on the proposal or by letter received before the time bids are due.

F. RFP SUBMITTAL PACKAGE

1. Each Bidder must submit:

- One (1) original bid proposal in a sealed box or envelope marked as the original proposal with the proposer's name and primary business address/contact information on the outside of the bid proposal and shall be labeled **REQUEST FOR PROPOSALS TO FURNISH HOME-TO-SCHOOL SPECIAL EDUCATION TRANSPORTATION**.
- Four (4) complete copies of their proposal in a second box or envelope marked as "bid proposal copies" with the exterior of the box/envelope also labeled and sealed as described above.
- One (1) electronic copy on CD or Flashdrive

If discrepancies between two (2) or more copies of the proposal are found, the proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

G. PRE-BID CONFERENCE

1. A pre-bid conference will be held on Thursday, October 17, 2019 at 2:30 PM at the Stanislaus SELPA conference room at 1325 Celeste Drive, Modesto, CA 95351.
2. Attendance at the pre-bid conference is required.
3. Each proposer may have a maximum of two representatives present at the mandatory proposers' conference.
4. Proposers may submit questions with respect to any part of this Bid Proposal Package, or with respect to the bid proposal process in writing at any time before or after the conference and until 4:00 PM, Thursday, October 24, 2019. Questions asked orally at the conference will be answered in writing by Stanislaus SELPA, and copies of the questions and answers will be forwarded to all proposers who attend the mandatory proposer's conference.
5. All technical questions during the bid preparation shall be directed to:

Matt Devins, Executive Director
Stanislaus SELPA
1325 Celeste Dr.
Modesto, CA 95355
Telephone: (209) 238-6552
Fax: (209) 238-6599
Email: mdevins@stancoe.org

H. ERASURES OR CORRECTIONS TO ENTRIES

1. The bid submittal must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid proposal.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the option of the Stanislaus SELPA.

I. WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSAL

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

J. AGREEMENT DOCUMENT

A Bidder may suggest modifications to the proposed Agreement (referred to herein interchangeably as “Contract” or “Agreement”) included with this RFP. Bidders should make all reasonable efforts to provide those suggestions no later than the time of the mandatory pre-bid conference. It shall be at the sole option of the Stanislaus SELPA to choose to either modify the Agreement or elect to contract according to the form of the enclosed Agreement without modification. By submitting a bid proposal, each Bidder acknowledges that if the Stanislaus SELPA selects them, the Stanislaus SELPA may obligate them to execute the Agreement in the form enclosed without mediation. Any bid proposal that is conditioned upon the Stanislaus SELPA’s acceptance of revisions to the enclosed form of Agreement may be rejected.

K. PROPOSAL EVALUATION AND AWARD OF CONTRACT

Stanislaus SELPA is not required to award a contract to the lowest bidder, but rather will consider proposals based on criteria established herein. The weighting of each category is shown as a percentage of total points available. The following criteria set forth are the minimum essential characteristics and standards which must be satisfied by a successful proposal. Nevertheless, awards will be made to the responsible firm whose proposal is viewed by the Stanislaus SELPA as most advantageous to its program with price and other factors considered. At its option, Stanislaus SELPA may choose to eliminate any or all bid proposals from further consideration at any point during the evaluation process. The SELPA Transportation Contract Committee will evaluate and score each proposal utilizing the following criteria.

A. Technical Proposal (40%)

1. Understanding of requirements as reflected by proposal.
2. Operations approach – organization of the system’s operation, handling of absenteeism for both employees and students, method of service quality monitoring, number of employees at driver, dispatcher, customer service, supervisory and maintenance positions.
3. Proposed home-to-school dispatching system.

4. Training and safety programs.
5. Proposed facility.
6. Start-up procedures, transition plan demonstrating the ability to transition smoothly from existing contract to new one, continuity of system from students, parents/guardians and school personnel's viewpoints, continuity of system operations knowledge to ensure minimal SELPA staff effort during start-up.
7. Qualifications of proposed Terminal Manager.
8. Qualifications of key staff positions.
9. Quality of vehicles to be provided.

B. Organization Strength (30%)

1. Company experience with similar home-to-school, school bus transportation services, references.
2. Site Evaluations.
3. References.
4. Financial stability.
5. Corporate support of the local operation.
6. Other services proposed to be provided at no charge to SELPA.
7. Additional proposer resources available for SELPA to draw upon.
8. Prior safety record.
9. Review of Motor Carrier Safety Compliance Report.

C. Cost Proposal (30%)

1. Proposed cost per mile; as well as cost per hour/route.
2. Proposed cost per bus aide/monitor hour.
3. Base fuel rate.
4. Total cost.

Site Evaluation(s) - Stanislaus SELPA will conduct one or more site evaluations of each proposer who is not eliminated during the written proposal evaluation process. Site evaluations will be conducted at facilities where the proposer currently provides transportation services by contract. By submitting a bid proposal, the proposer thereby agrees to cooperate to the best of its abilities with the Site Evaluation as described herein. Stanislaus SELPA will select, at its option, any of the locations listed in the proposer's answer to question XII, A of the Bid Proposal Questionnaire. The Stanislaus SELPA Director may also request to interview any of the personnel managing the terminal at the facility evaluated. If possible, Stanislaus SELPA will select a site and request interview(s) so as to evaluate one or more of the specific management personnel proposed. Proposers will not be notified in advance of site visits and evaluations.

During the site evaluations, Stanislaus SELPA may request or discuss the types of information described in the Stanislaus SELPA Monitoring Program Statement or in the Service Input Screening Statement included within this bid package. Each site evaluation will be accomplished within a morning or afternoon. Site evaluations will be made by the SELPA Director and members of the SELPA Transportation Contract Committee. At its option, Stanislaus SELPA may choose to eliminate any or all bid proposals from further consideration after site evaluations.

Evaluation of References - Stanislaus SELPA may contact one or more customer(s) as references. At its option, Stanislaus SELPA may choose to eliminate any or all bid proposal from further consideration after evaluation of references.

Award - Stanislaus SELPA intends to award the Contract in February 2020.

L. COMMITMENT TO ALTERNATIVE-FUELED AND EMISSION CONTROL

The Stanislaus SELPA strongly requests the Bidder's full support in protecting vulnerable populations, particularly California's school children, from the harmful effects of air pollution. Accordingly, the Stanislaus SELPA's evaluation of the Bid Proposal Package will include a criterion of Commitment to Alternative-Fueled Buses. Bidders should provide evidence of this criterion, if any, consistent with the following principles:

1. The Stanislaus SELPA strongly requests the use of alternative-fueled buses when government funding for the incremental cost is available.
2. The Stanislaus SELPA strongly supports Bidders' efforts to incorporate the latest technological developments available to protect California school children from the harmful effects of air pollution.
3. The Stanislaus SELPA strongly supports Bidders' efforts to seek government funds to accelerate the replacement and retrofit of school buses, thus reducing school children's exposure to toxic particulate matter (PM) emissions.

M. REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES

Stanislaus SELPA reserves the right to reject any or all bid proposals and to waive any irregularities in any bid proposal or the bid proposal process. The Stanislaus SELPA reserves the right to select any bid proposal, which the Stanislaus SELPA believes, is in the best interest of the Stanislaus SELPA and which may not represent the lowest prices submitted.

N. BID BOND/CASHIER'S CHECK AND PERFORMANCE BOND

A Bid Bond or Cashier's Check shall be included in the sealed Cost Proposal and shall be 5% of the expected annual contract value. The expected annual contract value may be obtained by multiplying the prices bid for each type of service indicated on the Bid Form by the respective quantities for each type of service that the SELPA has indicated it expects to require. These SELPA service requirement projections may be found on the Bid Form, but they shall not in any way be construed to bind the SELPA. Personal checks are not acceptable for Bid Security. For all proposals rejected by the Stanislaus SELPA, the Bid Bond will be returned within ten days. The bid bond for a proposal under consideration by the Stanislaus SELPA will be returned within 90 days following the opening of proposals.

The Bid Bond or Cashier's Check shall be given as a guarantee that the Bidder will enter into the contract if awarded the work. Failure to provide bid security in the proper amount may result in rejection of the bid. If the Bidder fails or refuses to enter into a contract within ten (10) calendar days after notification of the award of the contract, the Stanislaus SELPA shall have the right to:

1. Declare the Bid Bond or Cashier's Check forfeited and to pursue all other remedies in law or equity to such breach including, but not limited to, seeking recovery of damages for breach of contract; and
2. Award to another Bidder.

The Stanislaus SELPA requires that as a condition for awarding a contract the receipt of a renewable annual performance bond naming the Stanislaus SELPA as obligee or beneficiary in the amount of \$1,000,000 (one million dollars). An approved surety duly licensed and authorized to transact in the State of California must issue the performance bond, in a form and content acceptable to the Stanislaus SELPA. The cost of such bond shall be stated separately on the proposal form and shall not be included in Bidder's calculations when submitting the Proposal Price Schedule.

O. OBTAINING INFORMATION

1. **Outside Sources** – The Stanislaus SELPA reserves the right to obtain, from all sources, information concerning a Bidder, which the Stanislaus SELPA deems pertinent to this RFP, and to consider such information in evaluating the Bidder's proposal. By submitting materials pursuant to this RFP, Bidders hereby waive all claims against the Stanislaus SELPA or its employees, agents or assigns in connection with or arising from the provision or receipt of such information.
2. **Inspections** – The Stanislaus SELPA reserves the right to make on-site inspections of the Bidder's installations and vehicles and any proposed subcontractor facilities and vehicle, which the Stanislaus SELPA deems pertinent to evaluate the Bidder's proposal and to consider any information received in evaluating the Bidder's proposal.

P. BUS FACILITY

The Stanislaus SELPA requires that the successful Bidder provide a bus transportation facility within or in convenient proximity to the City of Modesto to best serve the needs of the Stanislaus SELPA, its Transportation Department, and its students.

The bus transportation facility shall be fully staffed, including management, operating and maintenance personnel.

Q. PROPOSAL DISCLOSURE / PUBLIC RECORDS ACT

1. All proposals received shall remain confidential until the Stanislaus SELPA and the successful Bidder sign an agreement resulting from this RFP; thereafter the proposals shall be deemed public records with the exception of Bidder's financial statement. In the event that a Bidder desires to claim that other products or submittal documents of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon the Bidder to identify those portions in the transmittal letter. The transmittal letter must identify the page, the particular exemption from disclosure, and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.
2. The Stanislaus SELPA will consider a Bidder's request(s) for exemption from disclosure in light of the Public Records Act by which they are bound. An assertion by a Bidder that all or part of its proposal is exempt from disclosure will not be honored.
3. Until an agreement resulting from this RFP is executed, no employee, agent or representative of any Bidder shall make available or discuss its proposal with the news media or press, any elected or appointed official or officer of the Stanislaus SELPA or its Governing Board, without prior written consent from the Stanislaus SELPA.
4. Bidders shall not issue any news release(s) or make any statement to the news media pertaining to this RFP or any proposal and/or contract or work resulting from this RFP without the prior written approval of the Stanislaus SELPA, and then only in cooperation with Stanislaus SELPA.

R. NOTIFICATION

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

S. INDEMNITY

The Bidder shall indemnify, defend, and save harmless the Stanislaus SELPA, its Governing Board, their officers, agents, employees, and servants from all claims or actions of every name, kind and description, brought for or on account of injuries to or death of any person, including Bidder, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the Stanislaus SELPA, its Governing Board, their officers, agents or employees and servants, resulting from the performance of any work required by the Agreement, provided that this shall not apply to injuries or damage for which the Stanislaus SELPA and its Governing Board has been found in a court of competent jurisdiction to be solely liable by reason of their own negligence or willful misconduct.

The duty of the Bidder to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

T. INSURANCE

The bid proposal shall include a copy of one or more insurance certificates currently held by your firm which evidences liability coverage.

In submitting a bid for this RFP, the Bidder agrees to maintain during the life of the Contract such Bodily Injury Liability, Property Damage, and Automobile (Vehicle) Insurance so as to adequately protect Contractor and the Stanislaus SELPA and each of its officers, agents, employees, and servants while performing work covered by the Agreement from any and all claims for damages for bodily injury including accidental death, as well as any and all claims for property damage which may arise from the Bidder's operations, whether such operations are by itself, the Stanislaus SELPA, or by anyone employed by or acting as an agent of either of them. The minimum amounts of insurance shall be \$5,000,000 (Five Million Dollars) combined single limit bodily injury and property damage for each occurrence and \$5,000,000 (Five Million Dollars) Automobile (Vehicle) Liability Insurance.

The Stanislaus SELPA, its Governing Board and their officers, agents, employees, and servants shall be primary insured to the full limits of liability of the policy, and if the Stanislaus SELPA or its officers and employees have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Failure to maintain insurance as set forth above is shall be a material breach of the Agreement, which may result in suspension of all further work pursuant to the Agreement.

Within ten (10) working days of award of contract, the Bidder shall file insurance certificates as specified in in this Section. The Bidder shall not commence operations under this contract until the Stanislaus SELPA has approved all insurance required. Certificates of the required insurance shall be furnished in duplicate and addressed to the Stanislaus SELPA. Each of the insurance companies must be duly or legally licensed to transact business in the State of California. Certificates shall be issued at the expense of the Bidder and shall be maintained by them at their expense during the entire life of the contract plus thirty (30) days.

Insurance cannot be reduced or canceled until thirty (30) days after the receipt of the registered notice of cancellation or reduction of coverage by the Stanislaus SELPA and such notice is to be sent to the Stanislaus SELPA in care of Matt Devins, Executive Director. Contractor shall also provide advance written notice to the Stanislaus SELPA anytime other changes to a policy occur.

U. WORKER'S COMPENSATION

In submitting a bid for this RFP, the Bidder agrees to have in effect during the entire life of any contract awarded pursuant this RFP, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this agreement, the Bidder makes the following certification, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code 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 work on this Contract."

The form of such certificate is included in the bid proposal documents.

V. PREVAILING WAGE RATE

The Bidder is hereby notified it will comply with all applicable prevailing wage laws.

W. NOTICE TO PROPOSERS

The Stanislaus SELPA is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Stanislaus SELPA will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Stanislaus SELPA.

X. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit a written protest via registered mail within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to Matt Devins, Executive Director, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer, and must state all the specific ground(s) for the protests. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

Stanislaus SELPA will respond to a protest within ten (10) business days of receiving it, and the Stanislaus SELPA may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision by Stanislaus SELPA will be final. The protest letter must be sent via registered mail to:

Matt Devins, Executive Director
Stanislaus SELPA
1325 Celeste Dr.
Modesto, CA 95355

III. GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Stanislaus SELPA's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Stanislaus SELPA or otherwise reimbursed by the Stanislaus SELPA.
4. **Proposal Becomes SELPA Property.** The RFP and all materials submitted in response to this RFP will become the property of the Stanislaus SELPA.
5. **Questions and Response Process.** Submit all questions relating to this RFP by one of two methods:

a. mail to:

Matt Devins, Executive Director
Stanislaus SELPA
1325 Celeste Dr.
Modesto, CA 95355

b. Email to: mdevins@stancoe.org

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the front page of the Stanislaus SELPA website, <http://www.stanselpa.org>. It is the responsibility of each proposer to check the Stanislaus SELPA website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not be a ground for protest.

6. **Alteration of Terms and Clarifications.** No alternation or variation of the terms of this RFP is valid unless made or confirmed in writing by the Stanislaus SELPA. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the Stanislaus SELPA. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify Stanislaus SELPA of such error in writing and request modification or clarification of the document. If a proposer fails to notify the Stanislaus SELPA of an error in the RFP, prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.
7. **Equal Opportunity Employment.** During the performance of the Agreement, the Bidder agrees as follows:
 - a. The Bidder will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability,

mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. The Bidder will take all necessary action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation;

- b. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause;
 - c. The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder; state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. In the event of Bidder's non-compliance with the provisions of this Article or with any other pertinent law or regulation pertaining to non-discrimination in employment, this contract may be canceled, terminated, or suspended in whole or in part. (Ref: Labor Code Sections 1735, 1777.5, 1777.6)
8. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state and federal law or regulations, the legal requirements shall prevail. Additionally, all services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.
9. **Rights and Remedies in the Event of Default.** If the Bidder defaults by not providing pupil transportation services as required by the Agreement, the Stanislaus SELPA may procure the services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Bidder or be proceeding against a Bidder's surety bonds, if any, or by suit against the Bidder.
10. **Governing Law and Venue.** In the event of litigation, the bid documents, specification, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State Court located in Stanislaus County and Federal Court in the Northern District in San Francisco.
11. **Non-Collusion.** In submitting a bid for this RFP, the Bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization nor corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder of any other Bidder, or to if any overhead, profit or cost element of the price, or that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in contract of anyone interested in the proposed contract; that all indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent

thereof to effectuate a collusive or sham bid. (Ref: Public Contract Code Section 7106, Code of Civil Procedure Section 2015.2)

12. **Sales Tax.** Sales tax should not be included in any RFP bid submittal amounts.
13. **Manufacturer Names.** The use of the name of a manufacturer or any special brand, make, or model or trademark name in describing any item in this RFP does not restrict Bidders to that manufacturer or specific article. They are being used to indicate the quality and utility of the article described, but the items on which the quotations are submitted must in all cases be equal to or exceed in quality and utility to those referred.
14. **Request for Federal Identification Number/Social Security Number.** As a condition of submitting a proposal and accepting an award of contract with the Stanislaus SELPA, each Bidder must provide documentation of its Federal Employer Identification Number (e.g. IRS Form W-9). A corporation must furnish a certificate attesting to the existence of the corporation and the authority of officers to sign contracts and other documents.

IV. SCOPE OF WORK

Each bidder shall submit three (3) Cost Proposals, sometimes referred herein as “Bids”. Each proposal shall address one of the three work scopes set forth below with each bid calculated both by the hour and by the mile:

Bid #1 – Incorporates all students from both Modesto City Schools SELPA and Stanislaus SELPA with ride sharing following all of the requirements listed below.

Bid #2 – Modesto City Schools SELPA, without ride sharing with Stanislaus SELPA, following all of the requirements listed below.

Bid #3 – Stanislaus SELPA, without ride sharing with Modesto City Schools SELPA, following all of the requirements listed below.

A. ROUTE DEVELOPMENT AND MAINTENANCE

Contractor is required to develop and maintain school routes for the following home-to-school transportation services:

- A. Regular School Year
- B. Noon Routes
- C. Extended School Year
- D. Minimum Days – two per year per district/COE

Contractor is responsible to adjust routes to accommodate for all District and County Operated Program calendars. Contractor is required to maintain a computerized database of all student information provided by the Stanislaus SELPA. Bidders will not have access to current Contractor’s routes for determining the basis of bidding. Bidders shall develop routes based on SELPA provided student list as the basis for determining route information.

All routes shall be developed and implemented in such a manner as to ensure that no student shall be dropped off at school more than fifteen (15) minutes before the commencement of classes for the day but no later than the commencement of the school day and that buses arrive for student pickup at each school no later than fifteen (15) minutes after classes are dismissed for the day.

All routes shall be developed and implemented in such a manner as to ensure that maximum student transit time (one-way) does not exceed ninety (90) minutes, except pupils living in excess of fifteen (15) miles from the school may be in transit (one-way) for a period not more than one hundred and five (105) minutes.

B. MINIMUM VEHICLE SPECIFICATIONS

All buses and service vehicles, whether regular service or stand-by, shall meet the following

minimum requirements:

- A. Ambulatory Buses - not less than twenty-four (24) passenger capacity.
- B. Non-Ambulatory Buses - not less than six (6) non-ambulatory and four (4) ambulatory passenger capacity, electro-hydraulic wheelchair lifts and wheelchair strap tie-downs.
- C. All buses shall be less than fifteen (15) years old (as per individual bus model year) as of the date of the commencement of this Agreement.
- D. Individual seat belts.
- E. Front and rear air conditioning that produces a minimum combined BTU of sixty-eight thousand (68,000).
- F. Tinted windows.
- G. At least seventy-two inches (72") of interior head room.
- H. Digital video monitoring/observation systems with sound recording capability, a minimum of two (2) cameras in each bus, removable media capability, data storage capacity for a minimum of seven (7) days' worth of surveillance time, and data storage in commonly readable/recognizable, non-proprietary output/data storage format.
- I. Accident Event Recorders (AER) (e.g., "Drive Cam" or equivalent).
- J. Dedicated (non-truncated) two-way radio communication systems, which shall include, at a minimum: (1) a dedicated frequency or channel for STANISLAUS SELPA communications; (2) multiple radios or handsets for use in the dispatch office; (3) a radio for use in the shop/service area; and (4) radios for use at all times on each and every bus and service vehicle that is being used to provide services.
- K. Contractor shall provide not less than sixty-nine (69) ambulatory and eleven (11) non-ambulatory buses for the provision of daily regular service for Stanislaus County SELPA. Contract shall provide not less than forty-five (45) ambulatory and fourteen (14) non-ambulatory buses for Modesto City Schools SELPA for the provision of daily regular service. For both SELPAs combined, contractor shall provide not less than ninety-four (94) ambulatory and thirty (30) non-ambulatory buses for the provision of daily regular service.
- L. Compliance with the child safety provisions of SB 1072.

C. SPARE/BACK-UP BUS FLEET REQUIREMENTS

Contractor shall maintain a fleet of spare (back up) buses to be used as replacements for regular service buses when necessary. The number of spare buses shall be sufficient to ensure the continued full and complete provision of transportation services, but in no case shall be less than 15% of the number of regular service buses operated by Contractor. All such spare buses shall meet all safety, equipment, maintenance, and other requirements specified herein for regular service buses, and as are required by law.

D. BUS AIDES/MONITORS

Bus Aides/Monitors shall assist bus drivers and also be responsible for maintaining the orderly conduct of students while on the bus. All must be trained in Crisis Intervention Training such as as CPI or PRO-ACT or another SELPA approved Behavior Intervention Program.

E. CONTRACTOR'S LOCATION OF CENTRAL FACILITY AND OPERATING HOURS

The Contractor shall locate and conduct its central operations from a site facility located within or in convenient proximity to the City of Modesto.

1. Office 6AM to 6PM
2. Shop 4:30AM to 6PM

F. ADDITIONAL INFORMATION REGARDING CURRENT YEAR NUMBERS

Stanislaus County SELPA

- A. 180 Regular School Days
- B. 20-50 Extended School Days
- C. 779 Ambulatory Students Regular School Year (May 2019)
- D. 58 Non-Ambulatory Students Regular School Year
- E. 537 Ambulatory Students Extended School Year
- F. 44 Non-Ambulatory Students Extended School Year
- G. Routes Regular School Year
 1. 52- 60 Ambulatory Routes
 2. 11 - 14 Non-Ambulatory Routes
 3. 16 - 23 Ambulatory Noon Routes
 4. 7 - 10 Non-Ambulatory Noon Routes
- H. Routes Extended Year
 1. 44 Ambulatory Routes
 2. 11 Non-Ambulatory Routes
- I. Billed Mileages April 2019
 1. 9,591.6

J. Bus Aides/Monitors April 2019

1. \$19,870.10

Modesto City Schools SELPA

- A. 180 Regular School Days
- B. 20 Extended School Days
- C. 659 Ambulatory Students Regular School Year
- D. 48 Non-Ambulatory Students Regular School Year
- E. 292 Ambulatory Students Extended School Year
- F. 29 Non-Ambulatory Students Extended School Year
- G. Routes Regular School Year
 - 1. 39 Ambulatory Routes
 - 2. 8 Non-Ambulatory Routes
 - 3. 10 Ambulatory Noon Routes
 - 4. 2 Non-Ambulatory Noon Routes
- H. Routes Extended Year
 - 1. Ambulatory Routes (information not available)
 - 2. Non-Ambulatory Routes (information not available)
- I. Billed Mileages
 - 1. 70,670 Miles Regular Year
- J. Bus Aides/Monitors April 2019
 - 1. \$44,677.71

V. REQUIRED BID FORMS

The following must be completed and submitted in the order specified with the bid or as instructed in the Notice Inviting Bids:

1. Bid Proposal Questionnaire
2. Bid Price Schedule
3. Stanislaus SELPA Monitoring Program Statement
4. Service Input Screening Statement
5. Contractor's Faithful Performance Bond
6. Fingerprinting Certification
7. Drug Free Workplace Certification
8. Safety Program Certification
9. Bidder References and Responsibility Information
10. Non-Collusion Affidavit
11. Worker's Compensation Certificate
12. Insurance Certificate
13. Proposer Site Visit Certification
14. Bid Label

Stanislaus SELPA

RFP # 2019-20

SPECIAL EDUCATION SCHOOL BUS TRANSPORTATION

BID PROPOSAL QUESTIONNAIRE

TO THE CONTRACTOR:

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

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example, I.C.4). The answer sheet must respond to each of the following questions, in precise order, as presented.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Transportation Service Agreement Contract.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

Firm Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Telephone _____

B. TYPE OF ORGANIZATION

_____ Corporation (List officers and positions)

State in which incorporated _____

____ Subsidiary (Give name and address of parent corporation)

Is your firm or a parent firm publicly held?

Yes _____ No _____

If not, what private individual(s) or family(ies) own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

____ Major Shareholder(s)

____ General Partner

____ Individual Proprietor

Please list all names your company has operated under for the past ten (10) years. Provide city, address and country of origin for each name operated under.

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under a contract with a school district, non-public school or County Superintendent of Schools? If yes, please answer the following questions for each school district, non-public school or County Superintendent served in California.

No _____ Yes _____ Number of Years _____

How many buses are involved? _____

Type I _____ Ambulatory Type I _____ Non-Ambulatory

Type II _____ Ambulatory Type II _____ Non-Ambulatory

When did the Contract term begin, and when does it end?

Begin _____ End _____

2. For each district or non-public school, please indicate if you currently serve this district or non-public school. If not, indicate your last year served.

3. List the name of the District or non-public schools with whom, within the last ten (10) years you have contracted with in the State of California that are not listed above.

4. Are you currently, or have you ever, provided special education transportation services?

Yes _____ No _____

5. Describe in detail, your company's procedures for the following:

- a. Routing Home to School
- b. Routing minimum day
- c. Routing SIP days
- d. Dispatching routes
- e. Fog and flood
- f. Emergency Evacuations

6. Please list all liquated damages paid for each school district, non-public school or County Superintendent of schools served, if any, over the past 24 months.

areas of 1) Operations, 2) Training and Personnel, 3) Safety and 4) Maintenance. Please complete the following form or a copy of it for each of these persons:

Name _____

Location of staff member's office (address)

Tenure with your firm in years? _____

Experience in related positions within your firm or with other firms in years?

Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates between which the position was held.

(Attach additional sheets as necessary.)

III. **DRIVER PERSONNEL**

State the number of regular bus drivers you now have employed in California:

School _____ Other _____

A. How/where does your firm recruit drivers?

B. What methods do you use to screen and select drivers from amongst the applicants:

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

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

B. Do you check driver applicant references? Yes_____ No_____

C. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures, or provide sample testing material.

D. What percentage of your driver applicants eventually begin your training programs?

_____ %

E. What percentage of your driver applicants are hired directly as certified school bus drivers?

_____ %

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

Yes_____ No_____

G. What is the current rate of annual turnover among drivers your firm employs?

_____ %

H. Do you have driver training programs as a part of your current operational procedures?

Original (for persons with no school bus driving experience):

Yes_____ No_____

In-Service (Continuing education and retraining for experienced school bus drivers):

Yes_____ No_____

I. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

How long is the program? _____

Please list the number of proposed training staff members to be utilized on this contract in the following categories:

California State Certified School Bus Instructor(s) _____

California State Certified Delegated BTW Trainer(s) _____

Crisis Prevention Intervention Instructor(s) _____

First Aid/ CPR Instructor(s) _____

Non-Delegated Trainer(s) _____

Are driver applicants paid while they receive training?

Yes _____ No _____

Do you evaluate applicants immediately before they are tested by California Highway Patrol officers for certification?

Yes _____ No _____

Are you certified by the California Department of Motor Vehicles to provide drive tests (DL-170) under the Employer Testing Program?

Yes _____ No _____

What proportion of persons entering your program gain certification as a School Bus Driver within a specified period after entering the program? (You may specify the period, but it may not be longer than one year.)

_____ % within _____ period

- J. Describe your In-Service driver training and retraining program. Please include the field supervision and component in this program on the content of training. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal? _____

Are any independent reviews of training quality conducted on your training programs?
Yes _____ No _____

If so, please describe the reviews.

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

K. If you currently have a driver training program, does the program include a section on Special Education transportation service? (If available, please provide the outline or course of study.)

Yes _____ No _____

L. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious).

Do your motivation and discipline programs offer progressive rewards and penalties:

Yes _____ No _____

Can drivers participate in defining and developing standards, rewards and penalties?

Yes _____ No _____

What monetary rewards and penalties are offered?

What non-monetary rewards and penalties are offered?

M. Describe the wage structure you would expect to implement at the Terminal. Include a description of driver benefits and employee costs.

N. Please refer to the appropriate bid forms regarding wages and benefits for the following classes of employees who will perform services for Stanislaus SELPA: Terminal Manager, Supervisors, Dispatchers, Drivers, Bus Aides/Monitors, Office Staff, Trainers, Mechanics, Bus Washers, and Safety/Road Supervisors.

IV. BUS AIDE/MONITOR PERSONNEL

A. State the number of school bus aide/monitors now in your regular employment:

In California _____ Other States _____

B. Describe the following as they relate to your school bus aides/monitors selection process:

1. Recruitment procedures
2. Procedures utilized in screening and selecting aides/monitors from among the applicants
3. Reference checking procedures

C. Describe your school bus aide/monitor training program including but not limited to the following:

1. Original training
2. In-service training

3. Training on transportation service for special education students

D. Describe any current or proposed aide/monitor motivation and discipline programs.

E. What is the current rate of annual turnover among bus aide/monitor your company employs?

F. Describe your bus aide/monitor evaluation process.

G. Does your company use any video systems on the bus? If so, describe the process of reviewing any and all video tapes.

V. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

A. Do you have a formal, scheduled preventative maintenance program for vehicle fleets which your company/firm manages?

Yes_____ No_____

Please provide samples of any checklists you use for each type of preventative maintenance program, and please describe below your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.

B. In addition to the legally required daily bus checkout report, do you require regular written reports from your drivers on the condition of their vehicle?

Yes_____ No_____

C. Briefly describe or provide samples of these reports, (including your daily bus checkout report form), and note their frequency.

D. Do you use any other methods of identifying defects in buses? (If so, please describe.)

Yes _____ No _____

E. How do you ensure that, if serious safety-related or potentially vehicle damaging defects are identified in a vehicle, the vehicle is immediately removed from service until such defects are corrected?

F. How do you ensure that defects which are identified are generally corrected in a logical order and within a reasonable time?

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

Yes _____ No _____

H. If so, how many roadway failures per month per hundred buses do the buses your firm maintains experience on average? _____

I. What percentage, on average, of the buses that you maintain are out of service for part or all of each shift (or each day) for inspection, maintenance, repair, or other reasons? _____%

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

K. Describe your plans for vehicle maintenance, what work will be done onsite and by whom, what kind of work will be subcontracted out?

VI. VEHICLE INFORMATION

A. Please describe the quantity and types of buses that will be provided for the Contract and indicate the following (information shall be provided in chart format):

1. Make of chassis
2. Make of body
3. Model
4. Vehicle Type (Type I or II, Ambulatory and/or Non-Ambulatory)
5. Year of manufacture
6. Capacity
7. Type of Video Observation System
8. Type of Air Conditioning
 - a. Front only ____ BTU ____
 - b. Rear only ____ BTU ____
 - c. Front and Rear ____ BTU ____

B. Describe the proposed Accident Event Recorder (AER) that will be provided (ex. Drive Cam).

C. Describe your company's method of reviewing AER events.

D. Describe the proposed Global Positioning System (GPS) that will be provided.

E. Describe your company's method of reviewing GPS events.

VII. FUEL PURCHASES

A. Please indicate by what method (drop shipment, card lock, etc.) you will be purchasing the bulk of the fuel to be used in servicing this Contract.

VIII. SAFETY PROGRAM AND ACTIVITIES

A. 1. Do you have an established, continuing Safety Program?
Yes _____ No _____

2. Give the name, title and experience of the person or person charged with the responsibility for this program.

B. How often are safety meetings held? _____

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. What have been the School Bus Accident Rates and Motor Vehicle Accident Rates for school buses operated by your firm in each of the three most recent Academic years? (School Bus Accidents and Motor Vehicle Accidents are defined in the California Highway Patrol Passenger Transportation Safety Handbook).

School Bus Accidents
per million vehicle miles

Motor Vehicle Accidents
per million vehicle miles

2016/17 _____

2017/18 _____

2018/19 _____

Injury accident rates, if available? _____

IX. INSURANCE DATA

A. If your bid proposal is considered for award, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and Workers' Compensation loss ratio for the past three years?

Yes_____ No_____

B. Please list the name(s) of your insurance carrier(s)

<u>Company</u>	<u>Address</u>	<u>Coverage</u>	<u>Contact Person</u>
----------------	----------------	-----------------	-----------------------

C. Does your company carry sexual abuse/harassment insurance? If so, please include policy in detail.

D. Please provide a copy of your company's Drug and Alcohol Policy.

X. FINANCIAL AND CREDIT DATA

Please provide the following data:

A. Names and addresses of any banks where you regularly do business

- B. Credit references, including at least five (5) trade or industry suppliers with whom you regularly conduct business?
- C. Names and telephone numbers of surety companies which may be contacted for references as the financial responsibility and general liability of bidder.
- D. Please submit Audited or Reviewed Financial Statements for the years 2016 through 2019.

XI. TRANSITION PLAN

- A. Please provide a plan and schedule for implementing the Agreement, should your firm be selected as the Contractor. Your plan and schedule should address but not limited to:
 - 1. Acquisition of vehicles, facility and equipment;
 - 2. Recruitment /relocation, if necessary, of management and supervisory personnel;
 - 3. Recruitment, training, and hiring of drivers and mechanics; and employee orientation, especially to routes, schedules and other contract requirements;

XII. FACILITIES

- A. Please provide the address and contact person for each current school bus facility operated in California, using the Reference Form included as part of the required Contract Forms. If proposer does not operate in California, the proposer must provide facility information listed above for their five (5) closest locations to California. Indicate the type and size of the operation.
- B. Give the address of and describe your proposed office, vehicle maintenance facility, bus parking, employee parking, driver room, training facilities, bus washing, and fueling facility for this Contract. Bidders must provide detailed layout indicating size and location of all of the above.

- C. Describe the telephone system you propose to use. Include the number of lines to be installed and any feature of the systems which increases service efficiency, provides more convenience for clients and customers in connecting with a receptionist or information provider, or provides for monitoring of telephone system usage by the Terminal office staff. Indicate if the system has the capability of recording conversations and how that aspect of the system functions.

- D. Describe your firm's proposed dispatch system for home-to-school transportation service. Describe the specific software proposed for use, hardware required in the office and on the vehicles for it to function. Describe the proposed on-site manager's experience with this system.

XIII. MOTOR CARRIER SAFETY COMPLIANCE REPORTS

- A. Please provide copies of your Motor Carrier Safety Compliance Reports/Terminal Record Update for the past three (3) years for all California Terminal locations.
- B. Has your company, in the past ten (10) years, received an unsatisfactory rating on a Motor Carrier Safety Compliance Report/Terminal Record Update?

Yes _____ No _____

If yes, please provide copies of said reports.

XIV. OTHER RELEVANT INFORMATION (Optional)

Please provide any other information or data which shows the experience, qualifications and affiliations of your firm, and/or ensures your firm will provide consistent and high-quality transportation services to the Stanislaus SELPA. Indicate additional resources possessed by your firm which would be available (with or without cost) for Stanislaus SELPA to draw upon should the use of such resources be considered by the Stanislaus SELPA to be of benefit.

(Attach additional sheets as necessary.)

Please be sure to make additional copies of any parts of the questionnaire before filling them in. (You need not use the actual questionnaire form, but if you do not, please take extra care to be sure that you have addressed all the questions.)

[QUESTIONNAIRE CERTIFICATION ON FOLLOWING PAGE]

QUESTIONNAIRE CERTIFICATION

I, the undersigned, hereby certify that I am a representative of the below-named firm duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal Questionnaire is complete and accurate to the best of my knowledge. I understand that if Stanislaus SELPA awards a Contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the contract between Stanislaus SELPA and my firm.

Name of Firm

Authorized Agent

Title

Date

COST PROPOSAL

Bid # _____

In consideration of the performance to the terms of the Agreement, the Stanislaus SELPA and the Contractor agree to the following sums in this Cost Proposal for Home-to-School Special Education Transportation services beginning on July 1, 2020. The bidder shall submit with his/her proposal the annual cost figure for the transportation described herein, replicating the current system and detailed support of the calculations satisfactory to the Stanislaus SELPA. The annual price shall include all labor, materials, equipment, necessary buses, supplies, fuels, overhead and profit, and all other related costs.

Transportation – Formula I:

Use the following cost formula:

Ambulatory Routes X miles per day X cost per mile X 180 days = Approx.cost per year

Non-Amb.Routes X miles per day X cost per mile X 180 days = Approx. cost per year

Base cost for fuel (per gallon) included in mileage rate above.

Bus Aide

Cost per Bus Aide per hour: _____

Transportation – Formula II:

Use the following cost formula:

Routes X number of hours for each route X 180 days = Approx. cost for bus routes

Base cost for fuel (per mile) X total # of miles for all routes = cost per fuel

Bus Aide

Cost per Bus Aide per hour: _____

STANISLAUS SELPA MONITORING PROGRAM STATEMENT

The purpose of this statement is to make potential Contractors aware of the transportation service monitoring Stanislaus SELPA plans to perform. The monitoring will concentrate on the outputs of transportation services (service input screening is described in a separate statement). The monitoring has three purposes:

- To ensure that Stanislaus SELPA actually receives such service as it has contracted for and as it pays for;
- To encourage good performance and to assess liquidated damages upon the Contractor based upon service performance with the intent of identifying and encouraging good performance, and identifying and discouraging poor performance; and
- To identify methods and policies which will improve the quality or reduce the cost of transportation services. Such methods and policies may be incorporated into future amendments to or revisions of the Contract.

Toward those ends, Stanislaus SELPA will make regular use of the monitoring measures listed below, and based upon the results of such monitoring, will exercise its contractual and legal rights expressly including, but not limited to:

- Authority to assess liquidated damages;
- Authority to require immediate removal of any or all terminal drivers, management, and support staff, whether the staff is permanent, temporary or substitute;
- Authority to agree to renewal of the Contract for an additional period (in conformance with law);
- Authority to terminate the Contract for poor performance.

Stanislaus SELPA contemplates use of the following measures to monitor service outputs, but Stanislaus SELPA reserves the right at its sole discretion to use any additional legally acceptable measures. The SELPA Director, or designee, shall designate, with advice from the Contractor, the form in which data shall be recorded and provided (for example, daily or weekly; by bus, by driver, or for the entire fleet in aggregate, etc.)

General Performance Measures

These shall apply to home-to-school service for students with special needs.

- Numbers and percentages of routes which are run more than 15 minutes late at any point;
- Numbers and percentages of routes which are run early at any point;
- Numbers and percentages of routes during which one or more stops are missed;
- Number, validity of and seriousness of complaints and compliments; and
- Compliance with Stanislaus SELPA-established pupil management policies and standards.

Safety Related Measures

- Motor Vehicle Accidents;
- School Bus Accidents;
- Incidents (A student injury which occurs while a bus is stationary, which does not occur during a "red-light crossing," and which does not occur during a collision of any sort; or some other

disturbance on or about a bus which is neither a motor vehicle accident or a school bus accident.); and

- Injuries which result from accidents or incidents.

Stanislaus SELPA may use each of these measures to a greater or lesser extent, as it sees fit. **These measures are not intended to pose a burden to the Contractor, but instead to help the Contractor to achieve the highest levels of performance quality and to reassure the community that children's transportation needs are well cared for.**

By executing the Transportation Service Agreement Contract, the successful proposer thereby agrees to cooperate with these monitoring activities, and to collect, record and provide to the SELPA Director or designee(s) immediately upon request such information as may be necessary to conduct these monitoring activities.

Contractor, Authorized Agent

Date: _____

SERVICE INPUT SCREENING STATEMENT

The purpose of this statement is to make potential Contractors aware of the methods Stanislaus SELPA will use to screen "inputs" into transportation services. Ideally, such screening would not be necessary, only measurement of service outputs and penalties based upon those outputs would be necessary, since the Contractor could be assumed to use whatever inputs are necessary to achieve the outputs Stanislaus SELPA requires. However, the service output of transporting children safely to and from school is too important for Stanislaus SELPA to risk an error in judgment with respect to choice of service inputs.

For that reason, Stanislaus SELPA will make regular use of the screening mechanisms listed below. Based upon the results of such screening, Stanislaus SELPA will exercise its legal and contractual rights expressly including, but not limited to:

- Authority to approve, reject or to require immediate removal of any or all terminal drivers, management, and support staff, whether the staff is permanent, temporary or substitute; and
- Authority to immediately remove any or all buses from service.

Stanislaus SELPA contemplates use of the following methods to screen service inputs, but Stanislaus SELPA reserves the right at its sole discretion to use any additional legally acceptable methods as it sees fit.

Contractor Personnel

- Background checks through the Departments of Justice and Education, and through law enforcement agencies using fingerprints or other identifying information;
- Background reference checks using information provided by previous employers, contracting agencies, and/or personal references;
- Driving record checks for School Bus-related and private vehicle-related moving violations and accidents;
- Testing for use of drugs or for the influence of alcohol;
- Questioning of Contractor personnel Stanislaus SELPA Director or designee(s);
- Direct Stanislaus SELPA observation or evaluation of job performance;
- Contractor evaluations of driver performance;
- Credentials held by drivers (including school bus driver's certificate, first aid card, tuberculosis test result card, medical examiner's certificate, California Class 3/Class B, or other legally required driver's license, T-01 and/or T-02 training records);
- Assignment of drivers whether permanently, temporarily, or as substitutes, to buses and pupils for which they possess the minimum qualifications, certification and training to serve;
- The number of drivers assigned to the Terminal;
- Driver absence rates;
- Use of incentive and disciplinary programs; and
- Driver job satisfaction.

Recruitment and Training

- Number of driver applications received;
- Number of applicants accepted and starting classroom training;
- Number of trainees starting behind-the-wheel training;

- Driver and driver instructor compliance with legally and contractually established training requirements (for content and for quantity);
- Delegate driver trainer qualifications and compliance with legal regulations and contractual requirements;
- Training program quality, as measured by direct observation, by evaluation of trainees, or by the rate at which numbers of trainees are successful in obtaining certification as school bus drivers; and
- Driver turnover rates and reasons for leaving.

Equipment

- Mechanical or visual inspection of any or all buses at any time;
- Operational testing of any or all buses at any time;
- Investigation of any or all inspection and/or repair records and/or the Contractor's master list of repairs needing to be made;
- Questioning of Contractor personnel by the Stanislaus SELPA Director or designee(s);
- Vehicle down time;
- Number of roadway breakdowns;
- Condition of buses;
- Removal from service of buses unfit for service;
- Repair of identified defects;
- Effective, prompt, and comprehensive identification of defects;
- Certification of buses and the terminal by the Motor Carrier, the California Highway Patrol, the Department of Education and the Department of Motor Vehicles as may be appropriate.

Stanislaus SELPA may use each of these methods to greater or lesser extents, as it sees fit. **These methods are not intended to pose a burden to the Contractor, but instead to help the Contractor to achieve the highest levels of performance quality and to reassure the community that children's transportation needs are well met.**

By executing the Transportation Service Agreement Contract, the successful proposer thereby agrees to cooperate with these screening activities, and to collect, record and provide to the Transportation Specialist immediately upon request such information as may be necessary to conduct these screening activities.

Contractor, Authorized Agent

Date _____

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

(to be executed in triplicate)

Bond No. _____

Premium: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Stanislaus SELPA**, as Obligee, awarded to

_____, as Principal,

the contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of:

(\$ _____) (this amount being not less than one hundred percent [100%] of the total amount payable by the Obligee under the terms of the contract awarded by the Obligee to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the Obligee, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Obligee from loss or damage made evident during the period of one (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to the Principal by the Obligee under the contract and any modifications thereto, less the amount previously properly paid by the Obligee to the Principal.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor which may be proposed by the Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the contract nor shall the Surety accept a bid from the Principal for completion of the work if the Obligee, when declaring the Principal in default, notifies the Surety of the Obligee's objection to the Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the successors or assigns of the Obligee. Any suit under this bond must be instituted within the applicable statute of limitations period.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of the work to be performed thereunder.

In the event that the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal or Surety shall pay all costs incurred by the Obligee including reasonable attorney's fees incurred, with or without suit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2019.

Principal (exactly as it appears on Contractor's License)		Surety
		
Signature		Signature
Print Name		Print Name
Print or Type Title		Print or Type Title
		Surety Mailing Address
		Phone

		Fax
		Email Address of Surety Contact

<i>Affix Corporate Seal of Prime Contractor</i>		<i>Affix Corporate Seal of Surety</i>
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CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. Identification of Parties

I, _____, am an individual contractor and/or vendor or I am an authorized representative of _____ My entity seeks to contract with the District, which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- A. I shall not begin to provide services to the District nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)

- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)

- C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of _____ at _____, California.

Authorized Signature of Contractor/Vendor and/or Authorized Representative

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 or grant for the procurement of any property or service 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 or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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 or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that 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 SELPA 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 under the contract awarded herein is subject to termination, suspension of payments, 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.

SIGNATURE: _____ DATE: _____

CONTRACTOR NAME: _____

CERTIFICATION OF SAFETY PROGRAM IN-PLACE

To: Matt Devins, Executive Director
Stanislaus SELPA
1100 H Street, MS #841
Modesto, CA 95355

I understand that, prior to initiating any work in the field, each Contractor is required to develop and fully implement safety program(s), as required by law, to include but not limited to CAL-OSHA requirements.

I understand and agree to plan and implement a comprehensive safety program and shall provide a State Certified School Bus Driver Instructor to conduct the program. Said program shall include, but not be limited to, regularly scheduled safety meetings for drivers. Contractor shall conduct a minimum of eight (8) driver safety meetings each school year which shall be mandatory for drivers to attend. Failure of drivers to attend these meetings, without reasonable cause, shall subject such drivers to suspension.

I agree to submit the agendas of the meetings and attendance records for inspection by Stanislaus SELPA upon request.

I hereby certify, as a condition precedent to being allowed to start work in the field, that all required safety programs are, as of this date, in-place and active.

CONTRACTOR

CONTRACTOR PRINCIPAL'S SIGNATURE

DATED

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

Stanislaus SELPA expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, Stanislaus SELPA reserves the right to utilize, and bidder agrees to provide Stanislaus SELPA with, all possible sources of information in assisting Stanislaus SELPA to make its determination, including but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports; bidder's most recent financial statements (unaudited or audited, as requested by Stanislaus SELPA); inquiries to companies and public entities for which the Contractor has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of Home-to-School transportation services and should possess a working ability to perform similarly-sized transportation services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) public agency customers served within the past three (3) years with requirements similar to the needs of Stanislaus SELPA.

FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

The references required by Paragraph 3 should be listed in the following format (facts are example only).

Worked for X Y Z Unified School District
Phone # (222) 123-4567
999 Holly Drive, L.A., CA 92000
Contact: J. Q. Jones at above #
Renovated Hills High in 1990 for \$1.3 MILLION.

BIDDER REFERENCES

Reference #1

District or Entity: _____
Phone No.: _____
Address: _____

Name of Contact: _____
Scope of Work and \$ Amount: _____

Reference #2

District or Entity: _____
Phone No.: _____
Address: _____

Name of Contact: _____
Scope of Work and \$ Amount: _____

Reference #3

District or Entity: _____
Phone No.: _____
Address: _____

Name of Contact: _____
Scope of Work and \$ Amount: _____

Reference #4

District or Entity: _____
Phone No.: _____
Address: _____

Name of Contact: _____
Scope of Work and \$ Amount: _____

Reference #5

District or Entity: _____
Phone No.: _____
Address: _____

Name of Contact: _____
Scope of Work and \$ Amount: _____

NON-COLLUSION AFFIDAVIT

State of California
County of Stanislaus

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

Signed _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2019

Seal of Notary

Notary Public

WORKER'S COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

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 by 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.

...

In accordance with the provisions of Sections 1861 and 3700 of the Labor Code, the Proposer shall sign and submit the following certificate with the transportation written bid proposal:

"I am aware of the provisions of Section 3700 of the Labor Code 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 work of this contract."

Company

Authorized Officer or Agent

Date

INSURANCE CERTIFICATE

The bid proposal shall include a copy of one or more insurance certificates currently held by your firm, which include liability coverage, property, casualty, theft and fire coverage. If your firm is selected for a site evaluation visit, you may be required to produce a certification of your firm's insurability:

An insurance carrier as described in Section 15. Shall certify its willingness to ensure Stanislaus SELPA, officers, staff, agents and employees as described in Section 15.

I, the undersigned, have attached a copy of a certificate of insurance which I attest 1) remains currently in force, and 2) has been issued for the purposes of insuring a school district, non-public school, SELPA, or County Superintendent of Schools which (who) currently contracts for student transportation services from my firm.

Company

Authorized Agent or Officer

Date

PROPOSER SITE VISIT CERTIFICATION

Project: STANISLAUS SELPA HOME TO SCHOOL TRANSPORTATION

Bid Package#: _____

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to the requested services. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

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

I agree to fully indemnify, defend, and hold harmless the Stanislaus SELPA and all of their respective officers, agents, employees, and consultants from any and all damages and costs or omissions related to conditions that could have been identified during my visit to the site.

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATE