

NEVADA COUNTY TRANSPORTATION AGENCY

BID AND CONTRACT DOCUMENTS FOR TRANSPORTATION SERVICES

BID# 1-21

BID DUE DATE: December 3, 2021 at 2:00 P.M.

NEVADA COUNTY TRANSPORTATION AGENCY for Bids

Pleasant Ridge Union School District
22580 Kingston Lane
Grass Valley CA 95949
530-268-2800

Rusty Clark
NCTA JPA Representative

TABLE OF CONTENTS

DESCRIPTION	Section No.
Notice Calling for Bids	00 01 10
Instructions for Bidders	00 11 13
Bid Proposal	00 21 13
Pre-Bid Request for Clarification	00 43 24
Statement of Qualifications	00 45 13
Non-Collusion Declaration	00 45 19
Certificate of Workers Compensation	00 45 26
Drug-Free Certification	00 45 27
Fingerprint Certification	00 45 28
Agreement; Terms and Conditions	00 52 00

NOTICE CALLING FOR BIDS

AGENCY	NEVADA COUNTY TRANSPORTATION AGENCY
PROJECT DESCRIPTION	NCTA Transportation Bid
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	2:00 P.M. Friday, December 3, 2021
LOCATION FOR SUBMISSION OF BID PROPOSALS	NEVADA COUNTY TRANSPORTATION JPA LEAD Pleasant Ridge Union School District 22580 Kingston Lane Grass Valley CA 95949
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	Bid packets are available online through the Nevada County Transportation Agency Members websites or at Pleasant Ridge Union School District 22580 Kingston Lane Grass Valley CA 95949 Members Websites: Grass Valley School District: www.gvsd.us Nevada City School District: www.ncsd.school Pleasant Ridge Union School District: www.prsd.us Nevada Joint Union High School District: www.njuhsd.com

NOTICE IS HEREBY GIVEN that the NEVADA COUNTY TRANSPORTATION AGENCY (“Agency”), acting by and through its Governing Board, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Transportation Services.

1. Submittal of Bid Proposals. All Bid Proposals must be submitted on forms furnished by the Agency prior to the last time for submission of Bid Proposals and the Agency’s public opening and reading of Bid Proposals.
2. Essential Requirements. See Statement of Qualifications Essential Requirements
3. Bid and Contract Documents. The Bid and Contract Documents are available at the location or may be downloaded from the Member’s websites stated above. Any and all Addenda issued shall be posted on the Agency’s website no later than three (3) days prior to date scheduled for the bid opening. It is the Bidder’s sole responsibility to download any and all Addenda prior to the bid opening and to acknowledge its receipt and review of the Addenda in its Bid Proposal. Bidder’s failure to acknowledge receipt and review of the Addenda in its Bid Proposal shall render the Bid Proposal non-responsive.

4. Documents Accompanying Bid Proposal. Each Bid Proposal shall be submitted with the following documents. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the Agency to reject such Bidder's Bid Proposal for non-responsiveness.

Non-Collusion Affidavit	Statement of Qualifications
Certificate of Workers Compensation	Certificates of Insurance evidencing all insurance requirements
Drug-Free Certification	Copies of Current CPUC TCP Permits and Certificates
Current Copy of CHP Safety Compliance Report for each Bus Quoted	Mandatory Per Diem Expenses for Drivers – Must have a Not-to-Exceed Amount
List of All Qualified Drivers, Along with a Certificate of Compliance with all Driver Licenses and other requirements.	Current Copy of CPUC/CHP Annual Report of Drug and Alcohol Testing

5. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than SEVEN (7) calendar days prior to the scheduled closing date for the receipt of Bid Proposals. The Agency will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: Rusty Clark (NCTA@prsd.us).
6. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) **days** after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
7. Waiver of Irregularities. The Agency reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
8. Award of Contract. Contract(s), if awarded, will be by action of the Agency's Governing Board to the responsible Bidder(s) who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder.

/s/ NEVADA COUNTY TRANSPORTATION AGENCY

Advertisement publication dates: October 1, 2021

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

1. The Agency. Nevada County Transportation Agency serves the communities in Nevada County, California.
2. NCTA currently serves approximately 8000 students in 4 member school districts, including 4 middle schools, 4 high schools and 3 charter schools, and three associate school districts.
3. Scope of Work. Bidders awarded Contracts for Bus Transportation will provide bus transportation services, as needed and requested, for: school bus pupil routes (home to school/school to home) and school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. **Contractors shall be able to provide bus services within seventy-two (72) hours of notification. Contractors' buses shall be equipped with and maintain operating video systems equipped with microphones at all times.**

The CPUC SCHOOL PUPIL TRANSPORTATION DECLARATION FORM advises:

Transporting pupils at or below the 12th grade level may require that your vehicle(s) and your driver(s) meet special licensing and certification requirements. The definitions for school and school-related activity are broad and could put your company in violation of the laws if transportation is conducted without the proper certifications. Prior to conducting any school pupil transportation, review the applicable laws and ensure that your vehicles and drivers have the necessary certifications and endorsements. If you have questions regarding the transportation requirements, please contact the California Highway Patrol who can assist you to understand the requirements of the laws.

State legislation passed in 2009 added Section 5387(c) to the Public Utilities Code effective January 1, 2010. Section 5387(c) provides that the Commission shall permanently revoke the charter-party carrier certificate or permit of a carrier which commits any of six violations named in paragraph (1) of the section. One of the violations is:

(E) Knowingly employs a bus driver who does not have a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus.

California Vehicle Code Section 545 defines a "school bus" as a "motor vehicle designed, used or maintained for the transportation of any school pupil at or below the 12th grade level to or from a public or private school or to or from public or private school activities, unless it meets one of the exceptions stated in the section."

Failure to obey California laws governing transporting school pupils may subject my charter-party operating Agency to permanent revocation under Public Utilities Code Section 5387(c)(1)(E).

4. Preparation and Submittal of Bid Proposal.
 - 4.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.
 - 4.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call

for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the Agency at the place designated in the Call for Bids.

- 4.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by the Agency's representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the Agency after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
5. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the Call for Bids. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.
6. Bidder Modifications: Withdrawal or Modification of Submitted Bid Proposal.
 - 6.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.
 - 6.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the Agency to be non-responsive. If any Bid Proposal or portions thereof, is determined by the Agency to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the Agency may reject such a Bid Proposal as being non-responsive.
 - 6.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to the Agency except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to the Agency; and (ii) the written withdrawal or modification request is actually received by the Agency prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.
7. Pre-Bid Questions; Contract Document Interpretation and Modifications.
 - 7.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for a clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the Agency. A copy of any such addendum will be available on the Agencies Member's websites, listed above; mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
 - 7.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

8. Bidders Interested in More Than One Bid Proposal: Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the Agency. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
9. Determination of Lowest Responsive Bid/Award of Contract.
- 9.1. Waiver of Irregularities or Informalities. The Agency reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- 9.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if awarded, will be made by the Agency through action of its Board of Education, to the responsible Bidder(s) who can provide proper and satisfactory services at the lowest priced. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder.
- 9.3. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by the Agency, is subject to rejection for non-responsiveness.
- 9.4. Hearing re Rejected Bid. If a Bidder's bid is rejected by the Agency, that Bidder may request a hearing on that rejection: (i) if the Agency issues a notice of intent to award a contract to a Bidder whose bid is higher than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a hearing. To be considered by the Agency, such a request for a hearing must be in writing and submitted to NCTA@prsd.us and must be actually received by the Agency's Representative by the earlier of: (i) 5:00 PM one (1) business day after the Agency's notice to the Bidder of the Agency's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the Agency's notice of intent to award a contract. If a Bidder does not request a hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waive rights to a hearing. The Agency will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If a Bidder timely requests a hearing pursuant to the foregoing, the Agency will notify such Bidder in writing by 5:00 PM two (2) business days after the date of the Bidder's request for hearing is submitted of the Agency grant or denial of such a hearing. If the Agency grants a hearing, the Agency will schedule the hearing for a date not less than three (3) business days after the date of such notice to the Bidder requesting a hearing. If the Agency holds such a hearing, any Bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.
10. Responsible Bidder.
- 10.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to perform the work within 72 hours of notification; and (iii) Bidder's ability to provide buses that comply with the Agency's requirements.
- 10.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past

five (5) years under local, state or federal laws.

- 10.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.
- 10.4. Bidder Prior Performance. The Bidder's prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.
- 10.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.
11. Department of Justice. Except when there are no pupils present at the Site, no employee or independent contractor to the Contractor, nor any employee or independent contractor to any Subcontractor, of any tier, shall be permitted access to the Site nor to perform any Work at the Site until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the Agency specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
12. Insurance. Each Bidder shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$10,000,000 each occurrence. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate); if Sexual Abuse/Molestation coverage is provided on a claims made basis, any coverage retroactive date shall be no later than the inception date of this contract. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

13. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the Agency the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the Agency.
14. Non-Discriminatory Employment Practices. It is the policy of the Agency that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the Agency's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
15. Sexual Harassment. It is the policy of the Agency to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with the Agency's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
16. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the Agency determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false, misleading, or is incomplete so as to be false or misleading, the Agency may reject the Bid Proposal submitted by such Bidder as being non-responsive. If any response to the "Essential Requirements" section of the Statement of Qualifications is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
17. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the Agency upon submittal to the Agency. At such time as the Agency issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The Agency is not liable or responsible for the disclosure of such records, including those exempts from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the Agency or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the Agency in

conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the Agency is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the Agency in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the Agency's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

18. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

[End of Section]

ADDITIONAL INFORMATION/DOCUMENTATION REQUIRED TO BE SUBMITTED WITH PROPOSAL

STATEMENT OF QUALIFICATIONS

NON-COLLUSION DECLARATION

CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

CERTIFICATE AS ADDITIONAL INSURED

DRUG-FREE WORKPLACE CERTIFICATION

FINGERPRINT CERTIFICATION

COPY OF CPUC TCP PERMITS AND CERTIFICATIONS

CURRENT COPY OF CHP SAFETY COMPLIANCE REPORT FOR EACH BUS QUOTED.

In lieu of producing the current copies of the CHP Safety Compliance Reports for each bus quoted, identify the bus license plate number, last 4 of the vehicle identification number, date of the current CHP safety Compliance Report and whether the current CHP Safety Compliance Report assigned a "satisfactory" or "unsatisfactory" rating.

CURRENT COPY OF CPUC/ CHP ANNUAL REPORT OF DRUG AND ALCOHOL TESTING

CERTIFICATES EVIDENCING INSURANCE REQUIREMENTS

MANDATORY PER DIEM EXPENSES FOR DRIVERS – MUST HAVE NOT-TO-EXCEED AMOUNTS

LIST OF ALL QUALIFIED DRIVERS, ALONG WITH A CERTIFICATION OF COMPLIANCE WITH ALL DRIVER LICENSES AND OTHER REQUIREMENTS (School Pupil Activity Buses Certificates). THE AGENCY SHALL HAVE THE RIGHT TO INSPECT/AUDIT AS NEEDED.

**PRE-BID REQUEST FOR INFORMATION
NEVADA COUNTY TRANSPORTATION AGENCY**

TO: _____, Supervisor _____ _____ _____	PHONE: _____ FAX _____ RECEIVED: _____ (Agency Use Only)
--	---

Date of Pre-Bid RFI: _____ Student Pupil Activity Bus Bid Bidder Name: _____ _____	Bidder's Contact: _____ Bidder's Contact Phone and Fax Numbers; Email Address: _____ _____ _____
---	---

Bidder's Pre-Bid Request for Information

Additional pages attached by Bidder: ___ Yes ___ No
 Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information Date: _____

Additional pages of RFI Response attached: ___ Yes ___ No
 Number of additional RFI Response pages attached: _____

Response By (Firm Name): _____	Signed: _____
-----------------------------------	------------------

STATEMENT OF QUALIFICATIONS

1. Bidder Information.

1.1. Contact Information

Name	
Mailing Address	_____ Street Address _____ City, State, Zip Code
Physical Location (if different from mailing address)	_____ Street Address _____ City, State, Zip Code
Telephone/Fax	(____) _____ Telephone (____) _____ Fax

1.2. Bidder Contacts.

Name	
Contact Information	Telephone: (____) _____ Fax (____) _____ Email _____

1.3. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue
Choose an item.		
Choose an item.		
Choose an item.		

3. References. List at least three (3) references.

Owners (K-12 school agencies or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____</p> <p>Policy No. _____</p> <p>Broker _____</p>
<p>Commercial General Liability Insurance Broker</p>	<p>(Contact Name) _____</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>
<p>Passenger Transportation/Bus Liability Insurance Broker (if separate from Commercial General Liability Insurance Broker)</p>	<p>(Contact Name) _____</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>

Workers Compensation Insurance	Insurer: _____ Policy No. _____ Broker _____
Workers Compensation Insurance Broker	(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) _____ (_____) _____ (_____) _____ Telephone Fax _____ (Email address) _____

5. Type of Carrier [Check appropriate box]

- Passenger Stage Corporation (PSC)
- Charter-Party Carrier of Passengers (TCP)
- Private Carrier

6. Charter Party Carrier Authority held by Bidder: [Check appropriate box(es)]

- Class "A"
 - Chartered service
 - May operate vehicles of any seating capacity
 - May operate from any point to any point within California
 - May also conduct round-trip sightseeing (like an "S" permit) and may charge individual fares in doing so. See section below on "Round-trip Sightseeing".
 - Except for round-trip sightseeing, charges must be based on vehicle mileage, time of use, or combination.

- Class "B"
 - Chartered service
 - May operate vehicles of any seating capacity
 - May not pick-up passengers more than 125 air miles from the carrier's home terminal. This mileage restriction applies only to vehicles seating 10 or fewer, including the driver.
 - Charges based on vehicle mileage, time of use, or combination

- Class "C"
 - Provide transportation services incidental to commercial balloon operations, commercial river rafting, or skiing where no additional compensation is provided for the transportation. (If you will perform transportation that is incidental to a business *other than* these three, a "Z" permit, below, is the appropriate Authority.)
 - Commercial balloon operators: see exemption (m) under the "Charter-party Exemptions" section, below.
 - May operate from any point to any point within California

- “P” Carriers using only vehicles under 15-passenger seating capacity
 - Chartered service
 - May operate only vehicles seating fewer than 16, including the driver. If you will operate even one vehicle 16 or more, even occasionally, you may not do so with a “P” permit.
 - May operate from any point to any point within California
 - Charges based on vehicle mileage, time of use, or combination.

- “S” Round-trip sightseeing tour service.
 - This is for carriers conducting “round-trip sightseeing service.” (The tour must be directed by the operator, not the customer)
 - May operate vehicles of any seating capacity
 - May operate from any point to any point within California
 - May charge individual fares. May also base charges on vehicle mileage, time of use, or combination. (The “A” certificate is the only other type of TCP Authority that allows individual charges, only when conducting round-trip sightseeing service.)

- “Z” Specialized carriers.
 - These are “specialized carriers”, who do not hold themselves out to serve the general public, but only:
 - a) provide service under contract with industrial and business firms, governmental agencies, and private schools OR
 - b) transport agricultural workers to and from farms for compensation OR
 - c) conduct transportation services, which are incidental to another business. (However, note that if the transportation is incidental to either commercial balloon operations, commercial river rafting, or skiing, the appropriate Authority is a “C” certificate, above.)
 - May operate vehicles of any seating capacity
 - May operate from any point to any point within California

7. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

7.1. Bidder possesses a valid Charter-Party Carrier license/certificate issued by the California Public Utilities Commission.

Yes No (Not Qualified)

7.2. Bidder has no less than five (5) years in service as a Charter-Party Carrier licensed by the California Public Utilities Commission?

Yes No (Not Qualified)

7.3. Bidder has attached copies of its current Charter-Party permits and certificates.

Yes No (Not Qualified)

- 7.4. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$10,000,000 per occurrence.
- Yes No (Not Qualified)
- 7.5. Bidder has attached Certificates of Insurance verifying its compliance with all requisite insurance requirements.
- Yes No (Not Qualified)
- 7.6. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
- Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees
- 7.7. Bidder hires and utilizes only drivers who are licensed (and certified, if appropriate) for the type of vehicles they will be driving and checks the drivers' records with DMV for all drivers prior to their hiring.
- Yes No (Not Qualified)
- 7.8. Bidder, if awarded contract, can provide services within seventy-two (72) hours or notification.
- Yes No (Not Qualified)
- 7.9. Bidder's buses are equipped with operating video systems at all times.
- Yes No (Not Qualified)
- 7.10. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
- Yes (Not Qualified) No
- 7.11. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.
- Yes (Not Qualified) No
- 7.12. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.
- Yes (Not Qualified) No
- 7.13. Is the Bidder currently in Bankruptcy or has the Bidder filed Bankruptcy within the last three (3) years?
- Yes (Not Qualified) No

8. Questionnaire. If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought by a client/customer against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any Bidder’s performance pursuant to the contract for transportation services?

Yes No

If “yes,” on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against a client/customer within the past ten (10) years which arise out of or are related to the Bidder’s performance pursuant to the contract for transportation services?

Yes No

If “yes,” on a separate attachment, include the following details: (i) name of client/customer; (ii) contact name, address, phone and email address of contact person for client/customer; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.3. Provide the following information for three (3) other school agencies, community college agencies or educational facilities that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.4. Provide the following information for three (3) clients/customers that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement if the Bidder has not provided transportation services to other school agencies, community college agencies or educational facilities:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.5. At any time during the past five (5) years, has any commercial general liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. In the last five years has any commercial general liability insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.7. In the last five years has any Passenger Transportation/Bus Liability Insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.8. At any time during the past five (5) years, has any passenger transportation/bus liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and contact information for the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.9. At any time during the past five (5) years, has any client/customer made any complaints or claims against Bidder's drivers in connection with a transportation contract, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.10. During the past five (5) years the Bidder has been declared in default and terminated for cause under any contract to which the Bidder was a party.

Yes No

If "yes," on a separate attachment set forth: (i) the name and contact information for the party terminating Bidder's contract; (ii) the date of the termination; (iii) the grounds for the termination; (iv) whether any claim was presented in opposition to the termination; (v) the date of resolution of such claim was brought ant resolved; (vi) the method by which such was resolved if resolved; and (vii) the nature of the resolution.

- 8.11. Within the past five (5) years, has there been more than one occasion in which the Bidder was forced to cease operations due to its failure to timely renew its CPUC license/certificate?

Yes No

If "yes," on a separate attachment identify the dates of such cessation of operation commenced and terminated. Bidder may provide additional explanations, if it so desires..

- 8.12. Within the past five (5) years, has there been more than one occasion in which the Bidder was cited or penalized for failing to comply with the State and/or Federal statutes or regulations governing Bidder's buses?

Yes No

If "yes," on a separate attachment: (i) identify by name and address the federal agency issuing the citation or penalty; (ii) describe each instance of violation; (ii) identify the dollar amount of the penalty assessed, if any; (iv) describe all corrective action taken by Bidder to remedy citation or penalty.

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the Agency determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the Agency for non-responsiveness.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am _____,

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____,

(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or 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.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of

(Print Name)

(Title)

 (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. Contractor's policy of maintaining a drug-free workplace.
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the Agency determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor

may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Printed or Typed Name)

FINGERPRINT CERTIFICATION

I, _____, am the _____
of _____ (Print Name) _____ (Title)

_____. I declare, state, and certify all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

A. The fingerprints of each person identified on Attachment A have been submitted to the California Department of Justice pursuant to Education Code §45125.1; and,

B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment A has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

3. The Contractor shall provide additional Fingerprint Certificates for each and every person who is not identified on Attachment A prior to permitting such person(s) access to the Site or to perform any Work at the Site.

4. Contractor and I understand that if the Agency determines that Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certificate on behalf of the Contractor. All of the statements set forth above and all of the information provided in Attachment A are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Handwritten or Typed Name)

**FINGERPRINT CERTIFICATE
ATTACHMENT A**

(The California Department of Justice has issued electronic verification that each person identified below meets the requirements of California Education Code §45125.1.)

AGREEMENT

THIS AGREEMENT is entered into on _____ in the City of _____, County of Nevada, State of California, by and between **Nevada County Transportation Agency**, a California Transportation Agency hereinafter "Agency" and _____ ("Contractor").

WITNESSETH, that the Agency and the Contractor in consideration of the mutual covenants contained herein agree as follows:

WHEREAS, Nevada County Transportation Agency ("Agency") requested bid proposals in accordance with Public Contract Code § 20111(a)(2) and Education Code § 39802, *et seq.*, for qualified charter bus companies to provide School Buses and School Pupil Activity Buses and qualified drivers to meet the Agency's school transportation needs for school bus pupil routes (home to school/school to home) and school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. By executing this Agreement, the Parties acknowledge that Contractor submitted a responsive bid proposal, was found to be a qualified charter bus company provider and based on the Agency's ranking of the top five (5) responsive, responsible bid respondents, may be issued individual purchase orders on an as-needed basis to fulfill the Agency's school bus and student pupil activity bus requirements.

1. Contract Time. The Contractor shall Complete the work within five (5) years after the date established in the Notice to Proceed issued by or on behalf of the Agency for commencement of the Work.

2. Contract Price. The Contract Price shall be set forth in the Purchase Order, together with relevant General Information regarding the chartered trip or activity and shall be based upon Contractor's stated rates in its bid proposal, or other negotiated rate, if any.

3. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13	Notice Calling for Bids	Compensation
00 21 13	Instructions for Bidders	00 45 27 Drug-Free Workplace Certification
00 42 13	Bid Proposal	00 45 28 Fingerprint Certification
00 43 24	Pre-Bid Inquiry Form	00 52 00 Agreement
00 45 13	Statement of Qualifications	00 52 10 Terms and Conditions
00 45 19	Non-Collusion Affidavit	
00 45 26	Certificate of Workers	

4. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Agency and the Contractor as of the date set forth above.

“AGENCY”
NEVADA COUNTY TRANSPORTATION
AGENCY

“CONTRACTOR”

By _____

Title _____

By: _____

Title: _____

TERMS AND CONDITIONS

1. **Scope of Work.** Contractor shall provide bus transportation services, as needed and requested, for: school bus pupil routes (home to school/school to home) and school-related activities identified such as field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state. Contractors shall be able to provide bus services within seventy-two (72) hours of notification. Contractors' buses shall be equipped with and maintain operating video systems at all times.

2. **General Trip Information**
Each Purchase Order for a given trip shall include the following General Trip Information:

 Name of the school or school group requesting the service: _____
 Trip origin: _____
 Trip destination: _____
 Trip date(s) and time(s): _____
 Total number of vehicles required for the trip: _____ ()
 Total number of drivers required (if two or more): _____ ()
 Total number of passengers going on the trip: _____
 Amount of unusual equipment/luggage (e.g., band, athletic equipment) the company allows and what unusual equipment/luggage the school needs to have transported:

 Special requirements the vehicle(s) must fulfill (e.g., handicapped accessible, large equipment storage): _____
 Agency Contact Person (Name and all-hours telephone number):

 Contractor Contact Person (Name and all-hours telephone number):

3. **Regulations Governing Drivers.** In accordance with Education Code § 39830, the driver of a school pupil activity bus, including passenger charter-party carriers, shall be subject to the regulations adopted by the Department of the California Highway Patrol governing school bus drivers, except that the regulations shall not require drivers to duplicate training or schooling that they have otherwise received that is equivalent to that required pursuant to the regulations, and the regulations may not require drivers to take training in first aid. However, a valid certificate to drive a school pupil activity bus does not entitle the bearer to drive a school bus.

4. **Student Pupil Activity Bus ("Bus"), Defined.** For purposes of these Terms and Conditions, "Student Pupil Activity Bus" shall include privately owned and operated school bus, motor coach, charter bus or other vehicle providing transportation of pupils to and from whenever in the judgment of the board the transportation is advisable and good reasons exist, therefore.

5. **Bus Registration and Inspection.** The motor coach driver must provide, at the time of the trip, the following information on each vehicle that is to be used on the trip ensure that the vehicle is properly registered and is in good mechanical condition:
 - A. **Vehicle's Registration Card** to ensure that the vehicle is authorized to operate in the states that the trip will pass through. Make sure that the bus's license plate and vehicle identification numbers match the registration card. If one trip permits are required under California law for buses not registered in California, the permit must be shown at the time of the trip.
 - B. **Copy of the Vehicle's USDOT Annual Inspection Document**, either a sticker displayed on vehicle or on paper maintained in vehicle.
 - C. **Visual Inspections.** A visual and operating inspection of the assigned bus shall be performed by Contractor prior to each and every trip on which pupils are to be transported. The inspections shall be in compliance with all the provisions of the law and specifications of the Federal Commercial Motor Vehicle Safety Act of 1986.

6. **FMCSR Compliance Checklist.** Contractor shall submit a checklist that indicates compliance with the FMCSRs:
- Part 382, Controlled Substances and Alcohol Use and Testing
 - Part 383, Commercial Driver's License Standards; Requirements and Penalties
 - Part 387, Minimum Levels of Financial Responsibility for Motor Carriers
 - Part 390, Federal Motor Carrier Safety Regulations; General
 - Part 391, Qualifications of Drivers
 - Part 392, Driving of Commercial Motor Vehicles
 - Part 393, Parts and Accessories Necessary for Safe Operation
 - Part 395, Hours of Service of Drivers
 - Part 396, Inspection, Repair, and Maintenance
 - Part 397, Transportation of Hazardous Materials; Driving and Parking Rules
7. **Driver's Documentation.** All drivers shall have the following documents in their possession at the time of service:
- A. **Valid commercial driver's license with a School Bus Certificate or Endorsement.**
 - B. **Driver's record of duty status (logbook).** Make sure that such a logbook or electronic on-board recorder is on board and that the driver's duty status for the trip to the school loading area has been recorded. The logbook or electronic on-board recorder should also show the previous seven days' record of duty status for each driver involved in the contracted trip.
- The Agency reserves the right, at any time, to approve or reject any driver. The decision of the designated Agency representative regarding qualifications, acceptance or rejection of any driver under this contract shall be final and conclusive.
8. **Communications with Dispatch.** All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the Contractor's dispatch office from anywhere within the Agency's service area. The Contractor shall ensure access to dispatch staff at all times when buses are in operation. For the purpose of contacting Contractor's personnel in off time situations, the vendor shall provide the Agency with emergency telephone numbers of officers or other agents who are authorized to make operational decisions. All drivers employed by the Contractor for services under this contract are required to report to either the Contractor's dispatcher(s) or a designated Agency staff member all scheduling discrepancies, student problems, and any other problems they encounter on their assigned trips.
9. **No Modification of Trips.** All drivers under this contract are required to drive trips exactly as scheduled by the Agency. Drivers may not alter or modify trips without prior written approval of the Agency (may be authorized by the field trip sponsor at the site). The Contractor shall notify the Operations Coordinator, in advance, of all buses which will be delayed from their normal schedule for any reason. Management, dispatch reporting, radio system, and driver control problems of the Contractor which may impede internal communications shall in no way relieve the Contractor of their obligation to provide sufficient information and advance notification to the Agency.
10. **Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2**
- 10.1 Department of Justice.** No employee or independent contractor to the Contractor, nor any employee or independent contractor to any Contractor, shall be permitted to provide pupil transportation until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification (Exhibit A) to the Agency specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

- 10.2 Agency Required Identification.** In addition to compliance with the foregoing, if the Agency requires the issuance of identification badges or other means of identification, no person will be permitted to provide transportation services to the Agency until the Agency has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if the Agency requires that identification badges be issued and worn at all times while providing or performing transportation services; such person will not be permitted to transport pupils until the Agency has issued such person an identification badge and/or such person wears her/her identification badge issued by the Agency. The removal of any personnel under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.
- 11. Random Drug Testing.** The vendor shall have an established program of random drug testing for all drivers in accordance with the U.S. Department of Transportation Regulation and any other applicable law or regulation.
- 12. Non-Discrimination.** The Contractor shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 13. Sexual Harassment.** It is the policy of the Agency to ensure that all contractors and vendors comply with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. Contractor agrees to comply with the Agency's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, Contractor agrees to require like compliance by any Subcontractor employed by them on the Work of the Contract.
- 14. Accidents/Reporting.** Whenever any school bus accident occurs, the driver shall stop at the scene, immediately notify or cause to be notified the department, his or her employer, and the Agency for which the bus may be operated under contract. (13 CCR § 1219) The Agency's Transportation Services office number is _____. The Agency's Transportation Services after-hours phone number is _____. The report shall be followed by a written investigation report of the accident within five (5) calendar days after the date of the accident. Assaults and injuries to students, not involving acceleration, deceleration, or movement of the bus, shall also be reported immediately in writing to the Agency.
- 15. Sending for Help.** In the event of an accident or emergency, a driver shall not leave the immediate vicinity of the bus to seek aid unless no pupil aboard can be sent to summon help. (13 CCR § 1219)
- 16. Complaints.** The Contractor shall respond to the Agency, in writing, to all complaints regarding service within five (5) Agency business days.
- 17. Leaving Driver's Compartment.** When a pupil is aboard, the driver shall not leave the driver's compartment without first stopping the engine, effectively setting the parking brake, placing the transmission in first or reverse gear or park position, and removing the ignition keys, which shall remain in the driver's possession. On vehicles with automatic transmissions which do not have a park position, the transmission shall be placed in neutral.
- 18. Discontinued Use of Bus.** When a bus is rendered unsafe for continued operation due to accident damage or a mechanical failure, the driver shall discontinue use of the bus and notify the Contractor of these circumstances. The driver or Contractor shall then make the necessary arrangements to have the pupils safely transported to their destinations. (13 CCR § 1220)
- 19. Insurance.** The Contractor shall, at all times during this contract, maintain Workers Compensation, Employers Liability, Commercial General Liability Insurance in the minimum coverage amounts set forth

in the Contract. The Contractor's Commercial General Liability Insurance shall name the Agency as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the Agency. Prior to commencing any services hereunder, the Contractor shall deliver Certificates of Insurance of itself evidencing the required insurance coverages. No services by the Contractor will be permitted unless the Contractor has submitted Certificates of Insurance evidencing the required insurance policies hereunder to the Agency Representative.

19.1 Insurance Requirements for Contractors. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverage with the following minimum coverage amounts:

Workers Compensation Insurance	In accordance with applicable law
Employers Liability Insurance	\$1,000,000.00
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage and motor vehicle liability)	\$10,000,000.00 per occurrence

20. Indemnification. Unless arising solely out of the active negligence or willful misconduct of the Agency, the Contractor shall indemnify, defend and hold harmless the Agency, the Agency's Governing Board and all members thereof and the Agency's directors, officers, employees, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the transportation services provided. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor, its employees, agents and independent contractors. The Contractor's obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

21. Dispute Resolution.

21.1 Government Code Claims. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the Agency shall be deemed a "suit for money or damages" under Government Code §900, *et seq.* An express condition precedent to the Contractor's commencement of any legal action is the Contractor's compliance with and exhaustion of remedies and procedures under Government Code §900, *et seq.*, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in herein, all claims, demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the Agency seeking money or damages in any sum shall first be presented to the Agency's Governing Board and acted upon or deemed rejected by the Governing Board in accordance with Government Code §900, *et seq.* Claims, disputes, disagreements or other matters in controversy between the Agency and the Contractor arising out of, or related in any manner, to Government Code § 900, *et seq.*, shall be presented to the Superior Court for the County of Nevada, for determination.

22. Term; Termination

22.1 Term. This Agreement shall be a continuing contract for the furnishing of transportation of pupils with a maximum term of five (5) years, subject to the Agency's annual option to renew as approved by the Agency's Governing Board. The Agreement, if renewed, shall include all of the terms and conditions set forth herein, including any provisions regarding increased rates based on increased costs as mutually agreed to by and between the parties as set forth in Education Code § 39803(c).

22.2 Termination for Cause. The Agency retains the right to terminate this contract at its exclusive option and at no further cost or obligation to itself for reasons of Contractor's failure to perform satisfactorily in the following areas: quality of service, or fulfillment of other contractual commitments or requirements. Such termination action will be enacted only after the Contractor has been notified in writing by the Agency of its dissatisfaction and the Contractor has been given, in the Agency's opinion reasonable time to correct the matter of

dissatisfaction. In addition, either party may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. If Agency exercises the right of termination hereunder, the Contract Price due the Contractor as of the effective date of termination, if any, shall be based upon amounts due for services provided and completed pursuant to executed Purchase Orders prior the effective date of the Agency's termination of this Agreement, reduced by: (i) the Agency's prior payments of the Contract Price; and (ii) losses, damages, or other costs sustained by the Agency arising out of the termination of this Agreement or the cause(s) for termination of this Agreement.

22.3 Termination for Convenience. The Agency retains the right to terminate the contract, in whole or in part, for convenience. If Agency exercises the right of termination hereunder, the Contract Price due the Contractor as of the effective date of termination, if any, shall be based upon amounts due for services provided and completed pursuant to executed Purchase Orders prior the effective date of the Agency's termination of this Agreement, reduced by the Agency's prior payments of the Contract Price.

23. Miscellaneous

23.1 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the Agency and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

23.2 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency shall constitute a waiver of a right or remedy afforded it under the Contract documents, or the laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

23.3 Provisions Required by the Laws Deemed Inserted. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

23.4 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the Agency and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the Agency and the Contractor.