

**Request for Proposal**

*for*

**STUDENT TRANSPORTATION SERVICES**

*for*

**MARIN TRANSIT IN PARTNERSHIP WITH MARIN COUNTY SCHOOL DISTRICTS**

711 Grand Ave, Suite 110

San Rafael, CA 94901

Tel: (415) 226-0855

[www.marintransit.org](http://www.marintransit.org)

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Service Requested:	Operation of Student Transportation Services
Contract Type:	Operations Management
Estimated Number of Contracts:	Two (2)
Estimated Bus Requirement:	Eight (8) – Ross Valley School District: Six (6), Mill Valley School District: Two (2)
Duration:	Three (3) Years Plus Two (2) Possible Additional Option Years
Date Issued:	January 16, 2018
Pre-Proposal Meeting:	January 24, 2018 at 11:00 AM
Deadline for Questions Regarding this RFP:	January 26, 2018 at 5:00 PM
Proposals Due:	February 12, 2018 at 3:00 PM
Interviews:	Week of February 26, 2018
Award:	April 2, 2018 (proposed)

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## **MARIN TRANSIT AND MARIN COUNTY SCHOOL DISTRICTS REQUEST FOR PROPOSAL**

### **OPERATION OF STUDENT TRANSPORTATION SERVICES**

#### **GENERAL INFORMATION**

##### **JOINT REQUEST FOR SERVICES**

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Marin County Transit District (MCTD or Marin Transit) is acting as the lead agency for a joint Request for Proposal (RFP) for student transportation services for regular education, home-to-school services in Marin County. This RFP is focused on delivery of the current student transportation services serving schools in the Mill Valley School District (MVSD) and the Ross Valley School District (RVSD), with optional expansion within these school districts or to new school districts in Marin County. Service for each school district will be independently managed but will use this solicitation to jointly acquire services. The vendor will report independently to a designated representative from each of the school districts or MCTD, depending on which entity holds the contract. In instances where expectations between the individual service area are different they are detailed in the specifications.

##### **STATEMENT OF PURPOSE**

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Home to school transportation of students in Marin County is a specialized function. Students within the County are transported using a combination of school sponsored services and supplemental public transit services provided by MCTD. The purpose of this RFP is to provide a mechanism for local school districts to acquire the services of a vendor to provide designated student transportation services.

The essence of any student transportation service is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a vendor, the primary obligation of the vendor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that students across the County will be assured of continuous, safe and reliable service. Upon award of a contract to provide transportation service, the vendor accepts full responsibility for meeting these criteria according to the highest industry standards. Under the proposed contract, the vendor shall be fully responsible for all aspects of managing the student transportation program subject to the terms and conditions stated herein.

The Districts firmly believe that the overall success of this project will be the result of establishing and maintaining effective lines of communication between the vendor and the Districts. To meet this goal the Districts and vendor will develop a meeting schedule within one week of the contract award that is responsive to the immediate and long-range needs of the student transportation program. In addition to scheduled meetings, each party may request a meeting with limited notice to address a situation or concern that requires immediate action. Each party will cooperate and make every reasonable effort to attend to the needs of such meetings.

##### **MARIN TRANSIT'S ROLE**

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MCTD will act as the lead agency to issue the procurement and coordinate with partner school districts on the review and selection of contractor. After the procurement effort is complete, it is anticipated that two contracts would be signed: one with MVSD and one with MCTD.

MVSD will sign a contract with the vendor chosen to provide home to school, student transportation services. MCTD expects to maintain its relationship with MVSD by continuing its contract to provide

operational, planning, and customer service support. MCTD will also continue to act as a liaison between the contractor and the school district.

For services provided to schools in the Ross Valley, the contract will be signed initially by MCTD with the intent to transition the contract to a Joint Powers Authority (JPA). Initial work to form this JPA has recently begun. MCTD will assign the contract to the JPA as soon as the entity is formed. MCTD expects to maintain its relationship with the student transportation program for schools in the Ross Valley by establishing a contract to provide operational, planning, and customer service support to the JPA. MCTD anticipates that it will also continue to act as a liaison between the contractor and the JPA.

MCTD is a recipient of funds from the Federal Transit Administration (FTA). Funding from the FTA cannot be used for any assets, including facilities or equipment, used to operate yellow school buses. MCTD can only use state and local funds to support yellow bus programs in Marin County including the lease or purchase of bus parking facilities, maintenance facilities, or yellow buses.

## DEFINITIONS

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### **Board of Education or Governing Board or Board**

The Boards of Education of the Ross Valley School District and Mill Valley School District.

### **Buses or Vehicles**

The terms buses or vehicles as used in the Specifications shall include conventional buses, transit buses (84 or more passenger) and Coaches, except where a specific reference to a particular type of vehicle is made.

### **Day**

Unless otherwise indicated, the term Day shall mean a calendar day.

### **District**

District refers to MVSD and MCTD as separate entities.

### **Districts**

Districts refers to MVSD and MCTD jointly.

### **Fuel**

Diesel or gasoline products used in school vehicles (buses and / or vans) that provide approved transportation service to students.

### **Proposer**

Vendor responding to the RFP

### **Response or Specifications or RFP**

The terms Specifications or Response shall mean the following Specifications, including all exhibits, drawings, attachments and other materials therein and any addenda thereto, which are incorporated by reference into the Request for Proposal.

### **School Day**

The term School Day shall mean a day on which school instruction is planned according to the District's master calendar.

**Services**

The term Services shall mean the total and satisfactory performance of the Districts' Student Transportation Services and all related activities performed in accordance with the Contract.

**Transit Board**

The Board of Directors for MCTD.

**Vendor or Contractor**

The individual, firm, partnership, corporation or combination thereof which is the successful vendor for this project and which, as an independent Contractor, enters into a contract with the Districts. The vendor/contractor shall be referred to throughout this document by singular number and masculine gender.

## TERMS AND CONDITIONS

### PRE-PROPOSAL MEETING AND QUESTIONS

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Potential Proposers are invited to an informational pre-proposal meeting/teleconference on the date and time specified in the proposal timeline at MCTD offices, 711 Grand Avenue, Suite 110, San Rafael, CA 94901. It will be possible to participate in this meeting via conference call. Interested parties desiring to participate in the pre-proposal meeting via conference call must contact MCTD by 5:00pm Friday, January 19, 2018 in order to obtain call in instructions and information.

Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on MCTD's website (<http://www.marintransit.org/purchasing.html>). It is the responsibility of the Proposer to visit MCTD's website to obtain the question and answer information as well as any other updates posted to the RFP including clarifications and addenda.

Conference call registration and questions pertaining to this RFP, the Specifications, or the Submittal Requirements should be directed to:

Kelly Zalewski  
School Operations Analyst  
415-226-0872  
kzalewski@marintransit.org

### SUBMITTAL REQUIREMENTS

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Proposals must include two (2) bound hard copies and one electronic copy. Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Respondents must supply all information required by the RFP. Proposals must be full and complete.

Each proposer must acknowledge each addendum in its Cover Letter by number or its proposal shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from MCTD.

Each District, MCTD or MVSD, reserves the right in its sole discretion to reject any proposal as non-responsive as a result of any error or omission in the response. The response to this RFP must contain the following items and be organized in the following format:

1. Cover Letter: include the following -
  - Firm name
  - Number of years performing type of work called for in this proposal
  - Types of work performed with own forces
  - Number of years in business under firm name
  - Identify the prime Contractor and describe any subcontract arrangements
  - Identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days
  - Proposers must acknowledge receipt of all addenda to this RFP in the cover letter

2. Project Approach (see Attachment A)
  - Staffing
  - Safety Program
  - Implementation Plan
3. References (see Attachment A)
4. Experience (See Attachment A)
5. Cost Proposal & Non-Collusion Affidavit (See Attachments B & C)
  - Cost Proposal and completed Non-Collusion Affidavit must be submitted together in a separate sealed envelope

#### SUBMITTAL PROCEDURE

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The proposal will be submitted in accordance with the following requirements:

1. Proposal must be submitted in a sealed envelope marked with the vendor's name and address and the words "Pupil Transportation RFP –MCTD and Marin County Schools".
  - a. This envelope will contain an additional sealed envelope holding the Cost Proposal (Attachment B) and completed Non-Collusion Affidavit (Attachment C).

2. The proposal will be addressed to:

Marin Transit  
711 Grand Avenue, Suite 110  
San Rafael, CA 94901  
Attention: Kelly Zalewski

3. The proposal will be dispatched in order to be received at the above address no later than the time specified in the proposal timeline. Late proposals will not be accepted.

#### PROPOSAL EVALUATION AND AWARD PROCEDURE

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A Selection Committee will evaluate responses to the RFP. Interviews may be conducted with selected Proposers. Districts reserve the right to include information received in the interviews in the evaluation process. This is a most cost-effective procurement and Districts reserve the right to award to a Proposing firm other than that of the lowest price proposal.

While the Districts are jointly soliciting proposals, awards of Contracts under this process shall be made by each District individually. If the information is incomplete or unsatisfactory to a District, the proposal may be rejected in the sole discretion of that District. The Districts intend to award the Contracts to a single proposer, but each District must reserve the right to award its respective Contract to a proposer different than the one selected by the other Districts for their respective Contracts.

Evaluation of proposals will be based on the criteria shown in Table 1. Attachments A and B provide further guidance on how the response should detail these criteria in your response.



**Table 1: Evaluation Criteria**

	<b>Criteria</b>	<b>Pts.</b>
1	Staffing	10
2	Safety Program	15
3	Implementation Plan	15
4	References and Experience	30
5	Cost Proposal	30

ADDITIONAL CONSIDERATIONS

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**Solicitation Disclaimer**

MCTD reserves the right to withdraw this RFP at any time without notice. MCTD may revise or amend the specifications prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. All responses to this RFP become the property of MCTD upon submission.

**Confidentiality**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between MCTD and Proposer will be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to Proposer’s competitive position if disclosed, Proposer will request that MCTD withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential.

**Protests**

A copy of MCTD’s written protest procedures can be found in Attachment D to this document.

**Informalities and Rejection**

MCTD at its sole discretion may waive informalities within the process and may for any reason reject all responses. Any response that is incomplete or that cannot be interpreted will be rejected.

Each District reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals, to re-propose, and to reject the proposal of any proposer if District believes that it would not be in the best interest of the District to make an award to that proposer, whether because the proposal is not responsive or the proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the services. For purposes of this paragraph, an "unbalanced proposal" is one having nominal prices for some service items and/or enhanced prices for other service items.

**MCTD will not compensate vendors for time, expenses or resources used in responding to this request for proposal.**

**Verbal Agreement or Conversation**

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of MCTD or MVSD will affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

**Withdrawal of Proposals**

Any response which has been submitted may be withdrawn by the vendor prior to the scheduled time of proposal opening. A request for withdrawal must be made in writing and signed by the vendor.

**Contract Term and Price**

Responses may not be withdrawn for a period of ninety (90) days following the scheduled opening date. The Districts reserve the right to select a respondent that may not represent the lowest price for the project.

**Contract Award**

Upon award of contract and prior to signing agreement, selected vendor(s) will provide the following documents:

- a. Agreement: To be executed by successful proposer. Submit four (4) copies, each bearing an original signature.
- b. Insurance Certificates and Endorsements as required.
- c. Workers' Compensation Certification.
- d. Drug-Free Workplace Certification.
- e. Criminal Background Investigation/Fingerprinting Certification.

**It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of a notice of award. Should the Contract be terminated as a result of Contractor’s failure to properly and timely submit the above requested documents, District shall have the authority to award the Contract to the next responsive responsible proposer.**

**Notification**

Vendors whose responses have not been selected for review or award will be notified in writing at the contact address identified in their response.

**Ownership of Proposals and Data**

All proposals and related information submitted by any Proposer, including the selected contractor, to MCTD, will become the property of MCTD. None of the material submitted will be returned to any Proposer and may be made available under California Government Code section 6250, et seq.

All records, data, and related material collected and used in conjunction with the completion of the Agreement will be owned exclusively by MCTD. Proposer will not remove any records from MCTD property without receiving express permission to do so.

**Governing Document**

Any item of work contained in either the RFP or the Proposal will be performed by contractor as though it appeared in the executed Agreement. In the event of any conflict, the terms of the Agreement and the RFP govern over the Proposal unless specifically stated otherwise.

## **SERVICE SPECIFICATIONS**

### **1. GENERAL PROVISIONS**

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The RFP encompasses the transportation of pupils, personnel and others as authorized by the Districts, by means of school buses, at such times and to such places as directed by the Districts or their designated representatives.

Services provided by the vendor shall include provision of all transportation equipment, employee parking and bus storage facilities, support and office equipment, bus radios, driving and office personnel, vehicle replacement parts, lubricants, fuel and fuel storage, insurances, staff vehicles and other such materials as required by law and per the specifications. All services shall be performed to the satisfaction of the Districts.

#### **1.1. Scope of Terms**

These specifications contain all of the terms, covenants, conditions, and agreements between the Districts and prospective vendors relating in any manner to the subject matter and the performance of the terms and conditions hereof. No prior agreement or understanding, oral or written, pertaining to the same shall be valid. The terms, covenants, conditions, and provisions of this RFP cannot be altered, changed, modified, extended or expanded without a written addendum issued by the Districts.

#### **1.2. Compliance with Law**

In furnishing services the vendor agrees to comply with and observe all the applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 CFR Parts 40 & 382), the Federal Motor Carrier - Safety Regulations-Motor coach / Bus version, and all other applicable laws, rules and regulations as prescribed by the federal government, the State of California, the State Department of Education, the State Board of Education, any other state agency with jurisdiction over the services, the Districts' Superintendent of Schools, the Board of Education, the MCTD Board of Directors or the MCTD General Manager relating to the transportation of pupils.

#### **1.3. Term of Contract**

The term of the contract is for three (3) years with the possibility of two (2) one (1) year extensions at the joint written agreement of the vendor and the Districts. The Districts will determine contract extensions independently.

#### **1.4. School Year and Summer School**

The following is a summary of start and stop dates of each individual program:

- **School Year** - Will consist of 180 school days beginning in August and ending the following June. School start and end dates will vary by District.
- **Summer School Transportation** – Summer school transportation is not currently provided for MVSD or schools in Ross Valley and is not anticipated to be included in this procurement.

### **1.5. Permits and Licenses**

The vendor shall secure and maintain in force and affect all valid permits, licenses and other regulatory approvals that are required by law or regulation to provide services to the Districts. All costs for permits and licenses are paid for by the vendor.

### **1.6. Insurance**

At its own expense, Contractor will obtain and maintain for the duration of the contract the insurance policies and endorsements required in Attachment F, the Pupil Transportation Services Agreement. Contractor will provide District with a certificate of insurance, naming District as an additional insured, which will provide that the insurance may not be cancelled or the coverage reduced without providing District a minimum of 30 days prior written notice of such cancellation or reduction of coverage.

Please refer to Pupil Transportation Services Agreement (Attachment F) for required insurance amounts and additional insurance and indemnification information.

### **1.7. Termination of Contract**

The contract may be terminated by the Districts in all or in part for poor service by the vendor at any point during the contract term. This step will only be taken as a last resort by the Districts and after all other remedies have failed. Written notice of termination will be given thirty (30) days prior to cancellation of the contract.

### **1.8. Contract Waivers and Deviations**

Any requests for waivers or deviations from these specifications and the executed contract between the vendor and the Districts shall be submitted in writing by the vendor. Approval will be at the sole discretion of the Districts and must be in writing to be effective.

### **1.9. Indemnification**

The vendor will be fully responsible for the acts of his employees, representatives and subcontractors. The Districts will be responsible for the acts of its employees, representatives and subcontractors.

Contractor agrees to protect, defend, indemnify and hold the Districts, its Board of Directors, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance by the Contractor, any subcontractor of Contractor, or any person for whom Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of Contractor, any subcontractor, or any other person for whom Contractor is legally or contractually responsible.

The Districts will not hold harmless, defend or indemnify Contractor for any liability whatsoever.

### **1.11. Independent Contractor**

The Districts retain the vendor on an independent contractor basis. The vendor hereby expressly acknowledges that neither it nor any of its employees are employees of the Districts. Any

personnel performing the services on behalf of vendor shall at all times be under the vendor's exclusive direction and control.

#### **1.12. Assignment of Contract**

The vendor shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties, obligations or monies due or to become due in the performance of the contract without the prior written consent of the Districts.

Marin Transit may assign the contract providing services to schools in the Ross Valley area to a JPA that is intended to be created in the future. By submitting a proposal, Contractor agrees to such an assignment by Marin Transit.

#### **1.13 Subcontractors**

Subcontractors, if any, engaged by the vendor for the services shall be subject to the prior written approval of the relevant District. The vendor shall be held responsible for all operations of subcontractors and shall require them to comply with all insurance provisions contained in this RFP.

#### **1.14. Administrative Regulations**

The Districts, in cooperation with the vendor, may develop and require the vendor to enforce administrative policies or regulations covering operational, disciplinary, and other matters affecting transportation.

#### **1.15. Force Majeure**

Each party shall be excused from the performance and obligations during the time and to the extent that they are prevented from performance as a result of an act of God or civil disturbance.

#### **1.16. Vendor Labor Negotiations**

The vendor, at the start of the contract, will advise the Districts in writing of the anniversary dates of all labor contracts that he holds which could impact service at the Districts. The vendor will also advise the Districts in writing when such labor contracts have been successfully renegotiated.

#### **1.17. Equal Employment Opportunity**

The vendor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in the performance of this Contract. To the extent the following laws shall be found to apply to this contract, the vendor shall comply with the provisions of the California Fair Employment Practice Act (commencing with section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and any other applicable federal, state and local laws, rules and regulations pertaining to employment discrimination.

The vendor shall require each of its subcontractors to conform to the preceding paragraph.

#### **1.18. Reduction of Fees**

Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents shall subject Contractor to withholding of payment for those services. Please see Attachment F: Pupil Transportation Services Agreement, Section 4.5 for more information.

## 2. EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

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### **2.1. Approval**

All vehicles supplied by the vendor shall be subject to the continuous approval of the Districts. Vehicles that are unacceptable by reason of defect will be either fully repaired to the Districts' satisfaction or replaced by the vendor at no additional cost to the Districts.

### **2.2. Vehicle Availability**

All vehicles supplied shall be available for exclusive use by the Districts on each school day. The vendor will use its vehicles to transport passengers who are registered with the Districts and approved to receive transportation service.

### **2.3. Spare Buses**

The vendor will maintain an adequate number of spare buses in order to provide continuous service to the Districts. Spare buses shall comply with the age restrictions found in the Transit Buses Section below.

### **2.4. Compliance with State and Federal Standards**

#### **2.4.1. Legal Compliance**

All vehicles provided by the vendor shall meet or exceed all current, applicable federal, state and local laws, rules and regulations relating to safety and maintenance, including but not limited to, the Federal Motor Vehicle Safety Standards, the California Administrative Code (Title 13), the California Education Code, and the regulations of the Department of the California Highway Patrol. Furthermore, if during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rules or regulations, such modification or installation shall be made immediately by the vendor upon notification from the Districts.

#### **2.4.2. Bus Inspection**

Regardless of compliance with the above specifications, no bus shall be used for service until the vehicle has been inspected, approved and certified at least every thirteen (13) months pursuant to the Motor Carrier Division of the Department of the California Highway Patrol and any other applicable federal, state and local laws, rules or regulations.

### **2.5. Size Requirements**

#### **2.5.1. Transit Buses**

Transit buses shall have a minimum capacity of 84 students when seated three to a seat.

#### **2.5.2. Conventional Buses**

Conventional buses shall have a minimum capacity of 72 students when seated three to a seat.

#### **2.5.3. Type A Buses**

Type A buses shall have a minimum capacity of 24 students when seated three to a seat.

## **2.6. Age Requirements**

The vendor shall ensure that all vehicles supplied shall not be older than the specified age requirements throughout the life of this contract. The following age requirements apply to buses used in the performance of this contract:

### **2.6.1. Transit Buses:**

10 years old or newer as indicated by the year of manufacture.

### **2.6.2. Conventional Buses:**

10 years old or newer as indicated by the year of manufacture.

### **2.6.3. Type A Buses:**

10 years old or newer as indicated by the year of manufacture.

## **2.7. Seat Belts**

The vendor will comply with all California requirements regarding the installation and use of seatbelts by students on school buses.

## **2.8. Two-way Radios**

The vendor will provide each bus with a two-way radio to maintain contact with the bus dispatcher. Radios will have an individual discrete frequency, discrete private channel, discrete private line, or coded squelch such that only operations in support of the Districts may be monitored. The vendor will also provide whatever repeaters, signal boosters, or relay devices are needed in order to provide radio coverage for the entire service area boundaries.

## **2.10. Appearance**

All school vehicles shall be cleaned inside and out in a systematic manner. It shall be the vendor's responsibility to develop and maintain a program to accomplish this task. The Districts reserve the right to inspect buses for cleanliness at any time. Buses that are found to be out of compliance will be removed from service until cleaned and re-inspected by the relevant District.

## **2.11. Route Numbers**

All buses on regularly assigned routes will have displayed forward of the right front wheel next to the entrance door in a visible location, on a placard at least six inches by six inches (6" X 6"), their assigned route numbers in at least four inch (4") high numerals.

## **2.12. Equipment Required by Law, Rule or Regulation**

Vendor shall supply and ensure that all of the vehicles have all equipment, not otherwise specifically mentioned in these specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the regulations adopted by the Department of the California State Highway Patrol.

## **2.13. Cameras (Optional)**

Vendors will be asked to price this technology separately on a per bus basis as an option. Each District may decide to choose to have this technology included on the buses or not.

Please price this option assuming, that each bus shall be equipped with Digital Camera technology, to ensure the safety and well-being of all riders. At a minimum the system should allow for 3 viewing angles (aisle, door, and driver). In addition, the system should be capable to



record in color and be viewable in low light conditions. The vendor shall make available to the District access to video as needed.

#### **2.14 GPS technology**

Each bus will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to the Department. The AVL system shall be capable of providing real time data associated with vehicle position. This AVL/GPS system is in addition to the GPS technology provided by MCTD for each bus.

#### **2.15. The Paul Lee School Bus Safety Law**

Vehicle Code section 28160 states that on or before January 1, 2018, the Department shall adopt regulations governing the specification, installation, and use of child safety alert systems. On or before the beginning of the 2018-2019 school year, each school bus shall be equipped with an operational child safety alert system. Section 28160(c) defines a child safety alert system as a device located at the interior rear of the vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

Contractor will develop a policy that ensures compliance with all aspects of the Paul Lee School Bus Safety Law including equipment installations and bus driver inspections of the interior of the bus after each trip with students on board.

### **3. PERSONNEL REQUIREMENTS**

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The vendor shall provide a complete management and supervisory team to effectively oversee and manage all aspects of the student transportation program as directed by the Districts. Each vendor, as part of their RFP response, will outline the structure of their management organization to be assigned to each District (see Attachment A). Vendors are allowed to use the same personnel to support multiple Districts.

#### **3.0. Drivers and Attendants**

- 3.0.1. It shall be the responsibility of the vendor to design and implement an employee hiring program. The goal of this program shall be to attract quality candidates, train each candidate to meet state licensing requirements and to maintain a complement of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services.
- 3.0.2. Each bus driver shall be at least twenty-one (21) years of age and possess a valid California School Bus Driver's License and Commercial Driver's License with endorsements that meet the duties to which they are assigned.
- 3.0.3. The vendor shall establish a suitable wage schedule that is designed to attract, employ and keep experienced school bus drivers. Wages for all work including pre-service training, in-service training, attendance of company safety meetings, CPR training and First Aid training shall apply to this requirement.
- 3.0.4. The vendor will be required to comply with Marin County's Living Wage Ordinance throughout the duration of the contract and complete a Living Wage Ordinance Declaration. Rules and Regulations regarding the Living Wage can be found at: <http://www.co.marin.ca.us/depts/AD/main/LWO/livingwage.cfm>.

- 3.0.5. The vendor will comply, at their expense, with all Federal, State and/or local fingerprinting and employee background check laws, drug / alcohol testing including random drug / alcohol testing and to provide proof of compliance and / or clearance to the Districts.

### **3.1. Manager**

Vendor shall have a Manager overseeing day-to-day operations of the Dispatch team and Drivers. This Manager will be available during regular business hours to respond to escalated customer complaints and to ensure that the terms of the contract are carried out as specified.

### **3.2. Dispatch**

Vendor shall have staff available to provide information and respond to questions and concerns from Districts, school sites and parents at all times that school buses are in service. Dispatchers will be aware of drivers' locations at all times and will relay pertinent information regarding delays or broken-down buses to staff at the Districts. Dispatchers will notify staff at the Districts immediately upon receiving notification that a driver will be delayed beyond 10 minutes to the start of the route.

### **3.3. Training Manager**

Vendor shall have a staff member trained and certified by the California DOE to train yellow bus drivers.

### **3.4. Standby Drivers**

The vendor shall provide sufficient standby drivers to meet day-to-day vacancies due to illness, vacation, personal days and unplanned absences. All standby drivers shall be thoroughly familiar with the routes and able to meet the assigned schedule on any assigned route.

### **3.5. Employee Performance and Replacement**

The vendor shall be advised when an employee's performance becomes unacceptable to a District. Notification will come from designated representatives of the relevant District with written confirmation to follow. Written confirmation shall clearly document the reasons for making the request. Removal of a driver will only occur as a last resort. However, when requested by the District, the vendor shall remove an employee from service before the next school day. The vendor may, after removing said employee from service, appeal the decision. Final determination regarding use of the employee shall rest with designated representatives of the relevant District.

### **3.6. Training**

- 3.6.1. The vendor agrees to train each driver in the safe operation of a school bus. The vendor shall ensure that newly licensed drivers receive, at a minimum, the bus driver training hours prescribed by 13 CCR § 1204 and approved by the State Department of Education in compliance with California Vehicle Code sections § 12517 and §12519.
- 3.6.2. The vendor is expected to implement a comprehensive training program related to student discipline procedures; the relevant District's operating procedures; and communications requirements.
- 3.6.3. From time to time the vendor will be required to provide individual drivers, for individual reasons, additional training prior to resuming service. The relevant District

will provide written description of the remediation required. The vendor will assume responsibility for fulfilling this additional training requirement.

- 3.6.4.** In accordance with California Code of Regulations, Title 5, § 14102, staff appointed by the vendor in cooperation with District staff shall train all students in grades K-12 on safe riding practices, appropriate school bus behavior and the proper evacuation of a school bus during an emergency. The vendor shall develop the program, provide audio visual materials as necessary, and train staff to meet the requirements of this regulation. Costs for this training program shall be included in the vendor price.

### **3.7. Controlled Substances Use and Testing**

In accordance with the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 3) 4520, the vendor shall establish and maintain a formal controlled substances and alcohol use testing program.

### **3.8. Tuberculosis (TB) Testing**

Vendor employees who will come into contact with students (staff, drivers, mechanics etc.) shall be tested for active TB pursuant to Education Code Section 49406 before being placed on a District route. The vendor shall provide the Districts with written documentation from the examining physician or surgeon showing that the driver was examined and found to be free from active TB. No driver found to have active TB shall be allowed to transport students or have frequent or prolonged contact with the students. Drivers shall be tested at least once every four (4) years.

### **3.9. Cell Phones**

Drivers and aides are not to use cell phones on school vehicles while operating the vehicle.

### **3.10. Tobacco Products**

The use of tobacco products of any kind is forbidden on school buses whether passengers are on the bus or not. The restriction applies to students, aides, drivers, District or vendor management staff and maintenance staff.

### **3.11. Transportation Safety Plan**

Marin Transit in partnership with the school districts and the Contractor will develop a Transportation Safety Plan as required by AB 1297 which requires all K-8 school districts in California to prepare a "Transportation Safety Plan" containing procedures for school personnel and contractors to follow to ensure the safe transport of pupils.

## **4. REPORTING REQUIREMENTS**

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The vendor agrees to provide the Districts with periodic reports when requested. These reports shall be defined by each District in conjunction with the vendor. Mandatory reports will include, but are not limited to, the following:

### **4.0. Student Transportation Bus Accident Reports**

This report describes all accidents occurring on District routes or trips, including route segments to and from the terminal, whether or not students are on board. Initial oral reports shall be

submitted within one (1) school day of the occurrence. Follow-up written reports stating corrective action taken shall be submitted within five (5) school days after the occurrence. Police reports, where applicable, are to accompany each accident report.

#### **4.1. Vendor Incident/Complaint Form**

The purpose of this form is to inform the vendor in writing of an incident or complaint about services or a driver by the Districts. The vendor shall investigate these reports and provide a written reply within five (5) school days. All written replies shall state corrective action taken to prevent recurrence of the condition that caused the problem.

#### **4.2. Student Incident/Behavior Form**

The purpose of this form is to inform the District in writing of an incident or complaint about students, to report difficulties at a school site or with a parent, or to record any unusual incident. This form will be forwarded to the relevant District for review and corrective action as necessary within one (1) school day of the incident. The District will review the complaint and respond in writing to the vendor within five (5) school days.

#### **4.3. Integrated Data Management System (Trans Track)**

The vendor may be required to provide all inputs and generate all of the reports described above using Marin Transit's centralized Data Management System provided by Trans Track Systems, Inc.® (Trans Track). The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by Trans Track Systems, Inc.®. More information is available at [www.TransTrack.net/Presentation.pdf](http://www.TransTrack.net/Presentation.pdf).

#### **4.5 Marin Transit provided GPS tracking (Syncromatics)**

The vendor is required to have all bus drivers carry tablets enabled with GPS tracking technology monitored by Marin Transit. All drivers, including substitute drivers, should be trained on the proper use of the tablets and how-to login in to the GPS tracking App. If a tablet stops functioning properly the vendor will work with Marin Transit to remedy the problem and bring the tablet back to working order as quickly as possible. Drivers are expected to sign in to their assigned route before leaving the yard/bus parking location every day. It is the responsibility of the driver to keep the tablet charged and ready for service each day.

## **5. ROUTING AND SCHEDULING**

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### **5.0. Establishing Routes**

Each District will develop all routes, stops and bell schedules for their schools. Routes will be given to the vendor in a written form acceptable to each party. At times vendor may be asked to work with Districts to evaluate drivability of new routes and stops.

#### **5.1. Revision and Approval of Routes**

The Districts may, at any time during the term of the contract revise routing, scheduling, bus stops or bus assignments. At the same time, the vendor is expected to evaluate routes on a continuing basis and provide the Districts with recommendations for constructive changes.

The Districts may add or delete buses upon written notice. When equipment is added the relevant District and vendor will establish a timetable for service and mutually agree on a start date. When a District chooses to remove a bus, the vendor shall take appropriate steps to

ensure that students using the bus have been accommodated before removing the bus from service. The notification process shall be completed within three (3) school days by the vendor. The Districts shall pay for the use of the bus until it is removed from service.

#### **5.2. Late Buses**

Drivers shall notify the relevant District immediately whenever it appears they will be late in arriving at their destination. If the delay impacts other schools the vendor shall then notify appropriate staff at each impacted building so that students may be held in a safe area until the bus arrives.

#### **5.3. Overload Conditions**

The vendor will monitor routes for potential overloads on an on-going basis. In the event of an overload the vendor will dispatch a second bus to transport excess students and, at the same time, notify the relevant District representative of the nature of the overload by phone.

#### **5.4. Route Requirements**

Except for those reasons outlined and approved by the Districts, drivers are not authorized to deviate from assigned routes or stops without prior approval. Changes to established routes will only be made with the prior written consent of the relevant District. The District shall notify parents of the changes prior to their implementation.

Immediately after each route segment, the driver shall in accordance with CEC 39843 visually inspect the interior of the bus to look for any students that may not have exited the bus and, at the same time, assess any damage to seats caused by the students.

#### **5.5. Dry Runs**

The vendor shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the vendor shall, prior to the opening of the school year, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of his/her assigned route.

#### **5.6. Field Trip, Charter and Sports Buses**

The Districts require transportation for sports and field trips on an on-going basis. It is expected that the vendor will maintain a complement of buses to meet this requirement. Payment by the relevant District shall only be for services performed and occur when funding is approved for such trips. Rates for this service shall be on an hourly basis with a minimum number of hours per trip. Field trip and sports trip pricing is to be submitted in the Cost Proposal.

#### **5.7. Extra Services**

At any time during the term of this contract, the Districts may request that the vendor perform Extra Services. As used herein, "Extra Services" mean any services which are determined to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this contract. The vendor shall not perform, nor be compensated for, Extra Services without written authorization from the relevant District. Extra Services shall be compensated on a time and materials basis pursuant to the hourly rate quoted by the vendor in the Rate Schedule as mutually agreed by the parties.

6. MAINTENANCE AND PARKING

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**6.0 Vehicle Maintenance**

Vendor is responsible for maintaining all equipment used to operate services requested and shall provide, equip, and staff an adequate maintenance facility and provide regular preventative maintenance and other maintenance, as needed. Each vendor will identify the location where maintenance activities will take place and submit a copy of their vehicle maintenance plan with their proposal documents (See Attachment A for complete information).

**6.1 Parking Availability within Marin County** Parking for up to 8 buses will be provided in year 1 of the contract at the locations shown in Table 2. These parking areas will not support any maintenance activities. Parking within Marin County may not be provided throughout the term of the contract. The vendor should have a location available to park buses if parking within Marin County is not provided by the Districts. Vendors should provide in Part Four of the Cost Proposal the per day credit for intra-County storage (discount from daily rate), per bus. Marin Transit is working to secure a long term parking facility within Marin County.

**Table 2: Parking Locations and Capacity**

<b>Location</b>	<b>Schools Served</b>	<b>Capacity (Number of Buses Allowed)</b>
Edna Maguire Elementary School 80 Lomita Drive, Mill Valley, CA 94941	Mill Valley: Edna Maguire, Mill Valley Middle School, & Strawberry Point Elementary	Two (2)
1600 Los Gamos Dr, San Rafael, CA 94903	Ross Valley: White Hill Middle School, Hidden Valley Elementary, & the Ross Valley Charter	Six (6)

7. PAYMENT

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**7.0. Billing for Scheduled Routes**

The vendor shall bill the relevant District according to the appropriate service rates quoted in the proposal response. Invoices shall be submitted on a monthly basis. Invoices will cover the period from the first day of the month through the last day of the month. Invoices will be submitted by the 15th day of the month following the month being billed. Districts will pay approved invoices within thirty (30) days of receipt.

**7.1. Billing for Field Trip, Charter and Sports Buses**

Invoices for Extra Buses, along with any charges for Field Trip, Charter and Sports Buses shall be submitted on a monthly basis as a separate item with the invoice for scheduled routes. The Districts shall prescribe a form/format that meets their particular requirements to schedule and account for these trips.

**7.2. Billing for Extra Buses**

Any Extra Services shall be billed as prescribed in the mutual consent agreement established by the relevant District and the vendor. Fuel compensation for Extra Buses will be determined separately as part of the agreement.

### **7.3. Other Expenses**

Any additional, District approved, time or materials expenses incurred by the vendor on behalf of the Districts shall be submitted with appropriate receipts and an invoice as soon as possible after the expense occurs. Only previously approved charges will be considered by the Districts.

### **7.4. Unscheduled School Closing**

The Districts shall not be obligated pay for any services on those school days when the vendor is notified by phone or in person at least three (3) hours prior to the earliest school start time. The Districts will not pay additional costs for delayed school starts or schedule changes that are caused by weather, emergency or any unsafe condition that impacts the safety of the children.

### **7.5. Annual Rate Adjustments**

All rates specified and agreed upon on the Price Schedule shall be subject to adjustment once each year on the anniversary dates of the Contract. Such adjustment shall be based on the percentage change in the twelve months preceding the adjustment date according to the All Urban Consumers Price Index (CPI) for the San Francisco metropolitan area, as reported by the U.S. Department of Labor.

### **7.6. Fleet Additions and Reductions**

Rate adjustments shall be allowed in the event of an increase or decrease in the base number of school buses operated. The rate on all buses shall be increased 1% for every four (4) buses reduced, or decreased 1% for every four (4) buses added. The base number of buses that this adjustment will be based upon is 8 school buses, as described in Attachment E: Description of Service. The District will provide 90 days written notice of an increase or decrease in the number of buses.

### **7.7. Emergency Use of Equipment**

In the event of a local emergency the vendor will make the fleet available to appropriate public agency officials for evacuation purposes. It is understood that the vendor or its employees are not obligated to drive during such emergencies.

### **7.8. Accounting Records**

The Districts shall have the right to inspect any of the vendor's records which support billing. Such records may include but are not limited to payroll records, employee benefit payments of any sort, receipts for purchases, maintenance logs, mileage records, inspection records, employee training records, employee files, licenses, permits and subcontractor invoices. Districts will, as well, have the right to inspect the same records for any subcontractors employed by the vendor. Records will be made available upon request during normal business hours.

## ATTACHMENT A: VENDOR RESPONSE REQUIREMENTS

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Attachment A outlines the “Vendor Response Requirements” and will be the basis for the main narrative response to this Request for Proposal. The information provided in response to this attachment will be used for evaluating the qualifications of the vendor to perform the work to be done. Please provide responses that are detailed, accurate and complete.

Any errors, omissions, or misrepresentation of information may be considered to be a basis for the rejection of the proposal and may be grounds for cancellation of any agreement executed as result of the Request for Proposal. When completed, this questionnaire and the responses contained within it or attached to it may be considered to be a part of the Pupil Transportation Services Agreement (“Agreement”).

Proposers should number and repeat the questions exactly as they appear below on their response in order to facilitate review by the Districts. Manuals, or other lengthy materials, should be attached and specifically indexed in the response. Simply attaching a manual does not constitute an answer to a question. The specific answer should describe how the manual is used in the area in question. If you expect your firm’s policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides pupil transportation services to any of the Districts.

Each prospective proposer must submit the following information to establish its qualifications to perform the work of this Contract.

### 1. STAFFING.

- A. **Manager.** Provide the name and a resume of experience for the individual who will **manage proposer’s operation** under the terms of this contract (“Manager”). The proposer’s response should include a statement that no change will be made in this management position without the express written consent of the relevant District, both to the change in general and to the name and qualifications of the replacement.
- B. **Supervisor.** Provide the name and brief resume for the person within the proposer’s organization who will have immediate **supervisory authority over the Manager**. Also provide the address and office phone number for this person. The proposer’s response should include a statement that no change will be made in the management positions without the expressed written consent of the relevant District, both to the change in general and to the name and qualifications of the replacement.
- C. **Training and Safety Manager(s).** Provide the name(s) and a resume of experience for the individuals who will manage proposer’s **training and safety program** for the services under the terms of this contract. The proposer’s response should include a statement that no change will be made in the management positions without the expressed written consent of the



relevant District, both to the change in general and to the name and qualifications of the replacement.

- D. **Dispatcher.** Provide the names and a resume experience for the individuals who will manage proposer's dispatch and be available at all times when the buses are in service under the terms of this contract. The proposer's response should include a statement that no change will be made in the management positions without the expressed written consent of the relevant District, both to the change in general and to the name and qualifications of the replacement.
  - E. Provide a brief job description for each position, in addition to those outlined above, that will be assigned to the proposer's operation under this contract, including the amount of time dedicated to this operation. Please include shift times and areas of control in this profile.
  - F. Provide an outline of your substance testing program.
  - G. **Drug-Free Workplace Certification.** Pursuant to Government Code Section 8350 et seq., the vendor shall certify in writing and under penalty of perjury that the vendor will comply with the requirements of the Drug-Free Workplace Act.
2. **SAFETY PROGRAM.** Describe your safety training for new and experienced drivers. Please include any information about driver training that would occur in the event of an incident or accident.
  3. **IMPLEMENTATION PLAN.** Provide a preliminary plan, including proposed time schedules, for implementing the proposer's services under the Agreement assuming the anticipated needs of the Districts. The Districts recognize that this plan will not be binding and there is limited specific data upon which to prepare a plan, but include a discussion on each of the following critical areas:
    - A. **Startup Activities and Training, including;**
      - Assignment of Management personnel.
      - Recruitment, selection, and training of drivers. Include detailed information on standby driver availability for substitution purposes.
      - Familiarization with each District and associated routes.
    - B. **Maintenance Facility and Plan**

The vendor shall provide, equip, and staff an adequate maintenance facility so as to provide regular preventative maintenance and other maintenance as may be required to ensure that all buses continually meet the highest standards of safety, performance and fuel efficiency. Each vendor will identify the location where maintenance activities will take place and submit a copy of their vehicle maintenance plan with their proposal documents.

C. Proposed Equipment List

Vendors are to submit a listing of the equipment that shall be used if awarded a contract. Information to be submitted will include:

- Vehicle manufacturer
- Year and model
- Passenger capacity
- Engine and transmission type
- Fuel type
- New or used
- Current mileage & condition
- Brake type
- Seat belt equipped or not

4. **REFERENCES.** Provide three (3) references for services that best match those requested in this proposal (type of service and geographic proximity). Please do not submit any reference where services were last provided more than three years ago. Provide a brief description of the services performed for **pupil transportation service contracts** and include the following information:

- Name of Entity
- Description of Services Performed
- Address(es)/location(s)
- Original Contract date
- Length of Contract
- Liquidated damages assessed (If yes, explain)
- Contact for verification (name and telephone number for Districts or other public or private entity reference)

5. **EXPERIENCE.** Provide a list of all current contracts that match the services provided in this proposal. Multi-state providers may, at their option, list only contracts in the State of California.

In addition, provide responses to the following questions in your submittal.

- A. Has your organization been assessed any penalties for non-compliance with any federal, state, local, city, or county laws and/or regulations within the past five (5) years? If yes, indicate on the circumstance(s), violation(s), penalty(ies) and date(s)
- B. Is your organization currently under investigation for any charge or claim for non-compliance with any federal, state, local, city, or county laws and/or regulations? If yes, indicate on the circumstance(s), nature of the charge(s) or claim(s) and current status
- C. Has your organization been cited for violations of any safety regulations, within the past five (5) years? If yes, indicate the circumstance(s), violation(s) and date(s) of citation

- D. Has your organization ever been formally disqualified from performing services for any school district or other public agency within the State of California? If yes, indicate the circumstance(s), address/location(s), date(s) and reason(s) for disqualification

**Certification of Responses to Attachment A: Vendor Response Requirements**

Please print and complete this page and include at the end of the narrative forming the response to Attachment A: Vendor Response Requirements.

I, the undersigned, hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am a representative of the proposer named below, and am duly authorized to execute contracts on behalf of the proposer. I further hereby certify that all of the information presented in answer to the questions contained in this response to Attachment A: Vendor Response Requirements is complete and accurate and that no relevant information has been intentionally withheld. I understand that, should a District award a contract for Pupil Transportation services to the proposer, the information and commitments made within this questionnaire may become a part of the **PUPIL TRANSPORTATION SERVICES AGREEMENT** with the District.

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

Proper Name of Proposer: \_\_\_\_\_

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

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

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

## **ATTACHMENT B: COST PROPOSAL**

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To: Mill Valley School District (“MVSD”) and the Marin County Transit District (“MCTD”).

From: \_\_\_\_\_  
(Proper Name of Proposer)

Cost Proposal and completed Non-Collusion Affidavit must be submitted together in a separate sealed envelope.

The undersigned (“Proposer”) declares that the Contract Documents including, without limitation, the Notice to Proposers, the Instructions to Proposers, this Cost Proposal and its attachments and the Form of Agreement and its attachments, have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the Contract Documents. Proposed prices must be submitted below. Prices must include fuel.

### **Estimated Service Needs**

MVSD estimates that it will need the services of 2 buses. MCTD estimates that it will need the services of 6 buses. MVSD and MCTD reserve the right to contract for any or none of the following services. All references to bus capacity refer to the manufacturer’s rated capacity.

### **Calculating Daily Bus Service Time**

The Contractor’s pricing will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The District will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession (see Attachment E for more details). The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the Daily Bus Service Time. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the District. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.

1. Vehicle operating time expended transiting from the Contractor’s assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day shall not be included in the Daily Bus Service Time.
2. Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor’s assigned vehicle parking location in either the morning or afternoon

component of the service day shall not be included in the Daily Bus Service Time.

3. Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
4. Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
5. Daily Bus Service Time is calculated in accordance with scheduled route data as determined by the District and operated by the Contractor following all of the requirements of this Agreement.
6. Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
7. Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
8. Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the District and adjustment to the scheduled route data. The Contractor must report recurring variances to the District immediately on their identification notwithstanding any other reporting requirements of this Agreement.

Vendor to complete the following tables:

Part One						
Service Description	4-Hour Minimum		5-Hour Minimum		8-Hour Minimum	
	Daily Rate for 4 hour minimum (per bus)	Hourly rate for service exceeding 4 hours (per bus)	Daily Rate for 5 hour minimum (per bus)	Hourly rate for service exceeding 5 hours (per bus)	Daily Rate for 8 hour minimum (per bus)	Hourly rate for service exceeding 8 hours (per bus)
Home-to-school, 80-90 seat bus	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Home-to-school, 60-70 seat bus	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<b>Part Two</b>				
<b>Service Description</b>	<b>2-Hour Minimum</b>		<b>4-Hour Minimum</b>	
	<b>Daily Rate for 2 hour minimum (per bus)</b>	<b>Hourly rate for service exceeding 2 hours (per bus)</b>	<b>Daily Rate for 4 hour minimum (per bus)</b>	<b>Hourly rate for service exceeding 4 hours (per bus)</b>
Special Trips (Extra Curricular), Non-Conflicting Trips, 80-90 seat bus	\$ _____	\$ _____	\$ _____	\$ _____
Special Trips (Extra Curricular), Non-Conflicting Trips, 60-70 seat bus	\$ _____	\$ _____	\$ _____	\$ _____
Special Trips (Extra Curricular), Conflicting Trips, 80-90 seat bus	\$ _____	\$ _____	\$ _____	\$ _____
Special Trips (Extra Curricular), Conflicting Trips, 60-70 seat bus	\$ _____	\$ _____	\$ _____	\$ _____



<b>Part Three</b>	
<b>RESPOND ONLY IF THE DEVICE IS NOT INCLUDED IN THE ABOVE RATES</b>	
<b>Device Description</b>	<b>Rate per bus</b>
<b>Camera:</b> One-time cost per bus for installation, operation and maintenance, where requested.	\$ _____
Other _____ per bus.	\$ _____
Other _____ per bus.	\$ _____

<b>Part Four</b>	
<b>Description</b>	<b>Rate per bus</b>
<b>Storage:</b> Per day <b>credit</b> amount for intra-County storage (discount from daily rate), per bus.	- \$ _____

- A. The following documents are attached hereto:
- The Noncollusion Affidavit
- B. Proposer acknowledges the “piggyback” provision in the Agreement that is part of the proposal package whereby other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. Proposer must indicate its willingness to allow piggybacking by selecting one of the following options related to this provision:
- Piggyback Provision is granted without restriction.
  - Piggyback Provision is granted with the following restrictions (e.g., within the County where the Districts are located, etc.):  


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  - Piggyback Provision is not granted.
- C. The undersigned has reviewed the services outlined in the Contract Documents and fully understands the scope of services required in this Cost Proposal, understands the function(s) described in the Contract Documents, and that each proposer who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the entity awarding the Contract, and agrees that its Cost Proposal, as accepted, will be the basis for the Proposer to enter into a contract with MVSD or MCTD in accordance with the intent of the Contract Documents.
- D. The undersigned has notified MCTD in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted MCTD before the proposal date to verify the issuance of any clarifying Addenda.
- E. It is understood that MCTD reserves the right to reject these proposals and that these proposals shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- F. The undersigned hereby certifies that proposer is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed that relate in any way to the proposer’s services.
- G. Proposer represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions existent in the performance of the services that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.
- H. Proposer expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely

perform the services with respect to such hazards.

- I. The Proposer certifies that it is, at the time of proposing, and shall be throughout the period of the contract, licensed by the State of California to do the type of services required under the terms of the Contract Documents. Proposer further certifies that it is regularly engaged in the type of services called for in the Contract Documents.

Furthermore, Proposer hereby certifies to MCTD and MVSD that all representations, certifications, and statements made by proposer, as set forth in this proposal form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Proposer \_\_\_\_\_

Type of Organization \_\_\_\_\_

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

Title of Signer \_\_\_\_\_

Address of Proposer \_\_\_\_\_

Taxpayer's Identification No. of Proposer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

If Proposer is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**ATTACHMENT C: NONCOLLUSION AFFIDAVIT**

**Public Contract Code § 7106**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

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

Proper Name of Proposer: \_\_\_\_\_

City, State: \_\_\_\_\_

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

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

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

## ATTACHMENT D: MARIN TRANSIT BID PROTEST PROCEDURES

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### 1. BACKGROUND

The following procedures have been developed to provide the sole remedy for supplier protests that cannot be informally resolved.

The procedures and time limits set forth in this document are mandatory and are the interested party's sole and exclusive remedy in the event of a protest. The interested party's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, but not limited to, filing a Government Code Claim or legal proceedings. An Interested party may not rely on a protest submitted by another interested party, but must timely pursue its own protest.

### 2. PROTEST PROCEDURES

The procedures below apply to all Marin Transit procurements and conform to Federal Transit Administration (FTA) Circular 4220.1F. These procedures will be included or referenced in all solicitation documents for FTA funded projects. If they are referenced, the reference will include information on how a copy of the procedures may be acquired by any interested party. Marin Transit will disclose information regarding protests on FTA funded projects to FTA.

### 3. DEFINITIONS

The following definitions apply to these procedures:

“Days” means working days, i.e., any day except Saturday, Sunday or Marin Transit holidays.

“Interested Party” Is an actual or prospective offeror whose direct economic interest would be affected by the award of a Contract or by the failure to award a Contract. (Interested parties do not include subcontractors or suppliers of an actual or prospective offeror.)

“Protest” Is a written objection or complaint by an interested party to the terms, conditions or form of a proposed procurement or the proposed or actual award of a contract.

“Protestor” Is an interested party that has properly filed a timely protest. “Timely Filed Protest” Is a written document filed by a protestor that meets the requirements outlined in this procedure.

### 4. FILING AND PROCESSING OF PROTESTS

#### 4.1 Protest Content and Submission

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file with Marin Transit a written submission which must include at a minimum:

- Name, address and telephone number of the protestor

- Protestor’s relationship to the procurement sufficient to establish that the protest is being filed by an interested party
- Identification of the proposed procurement or contract
- A complete statement of the basis for the protest, and all supporting documentation
- A reference to the specific portion of the solicitation document which forms the basis for the protest

All protests must be filed with:

General Manager  
Marin Transit  
711 Grand Ave. Suite 110  
San Rafael, CA 94901

#### 4.2 Subject of the Protest, Timing and Process

Upon timely receipt of a protest, Marin Transit will notify the protestor and may, where appropriate, request additional information from the protestor. The District may, at its discretion meet with the protestor to review the matters raised in the protest.

Decisions on all protests will include a response in detail to each substantive issue included in the protest submitted. Marin Transit’s decision shall be final unless a timely request for reconsideration is filed pursuant to these provisions.

Marin Transit reserves its right to take any and all appropriate action, as solely determined by Marin Transit, regarding the solicitation and/or award of contract prior to resolution of, or upon or after the time of decision on any protest, including but not limited to rejection of all bids or responses.

- Pre-Bid or Solicitation Protest - received prior to bid opening or proposal due date

Any protest regarding the pre-bid or solicitation phase must be filed no later than five (5) days before the opening of bids (if bid) or the due date for submittals or proposals (if RFQ/P), as applicable. Any protest filed after that date which raises issues regarding the solicitation will not be considered.

Pre-bid and solicitation protests will be decided by the Deputy General Manager, or other General Manager designee, within 20 days of Marin Transit’s receipt of the protest.

- Award Protest - received after Marin Transit Notice of Award

Any protest which (i) claims that one or more offerors on the Contract should be disqualified or rejected or any reason; (ii) contests a Marin County Transit District staff recommendation to award the Contract to a particular bidder; or (iii) contests a Marin County Transit District staff recommendation to disqualify or reject one or more offerors on the Contract must be filed with Marin Transit no later than 5:00 PM five (5) days after publication of the notice of award. Any protest filed after such date will not be considered. Award protests will be decided by the Deputy General Manager, or other General Manager designee, within 20 days of receipt of the protest by Marin Transit.

## 5. REQUESTS FOR RECONSIDERATION

A protestor may request reconsideration of the Deputy Manager's (or designee) protest decision a protest decision only if information becomes available that was not previously known, or could have reasonably become known, or there has been an error of law or regulation.

A request for reconsideration must be submitted in writing to the Marin Transit within five (5) days of the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration and remedy requested. The General Manager shall review the request for reconsideration and may determine that there is no basis for modifying the decision.

## **6. APPEAL TO THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA)**

If the work or services to be procured under the Bid/Proposal is FTA funded, and all Marin Transit administrative remedies described above have been exhausted, a protestor may file an appeal with the FTA in accordance with FTA Circular 4220.1F. FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and which is filed in accordance with FTA Circular 4220.1F.

All appeals to the FTA must be submitted within five (5) working days after the date the protestor knew or should have known of the alleged Marin Transit violation.

## ATTACHMENT E: DESCRIPTION OF SERVICE

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The table below shows current (2017/18) and estimated (2018/19) service parameters for the Ross Valley and Mill Valley School Districts. These parameters may change depending upon final bell schedules adopted by the School Districts.

		AM		PM	
	Buses	Earliest Route Start	Latest Route End	Earliest Route Start*	Latest Route End*
Ross Valley	6	7:15 AM	8:40 AM	2:55 PM	4:20 PM
Mill Valley	2	7:35 AM	8:30 AM	2:35 PM	3:15 PM
<b>Total Buses</b>	<b>8</b>				

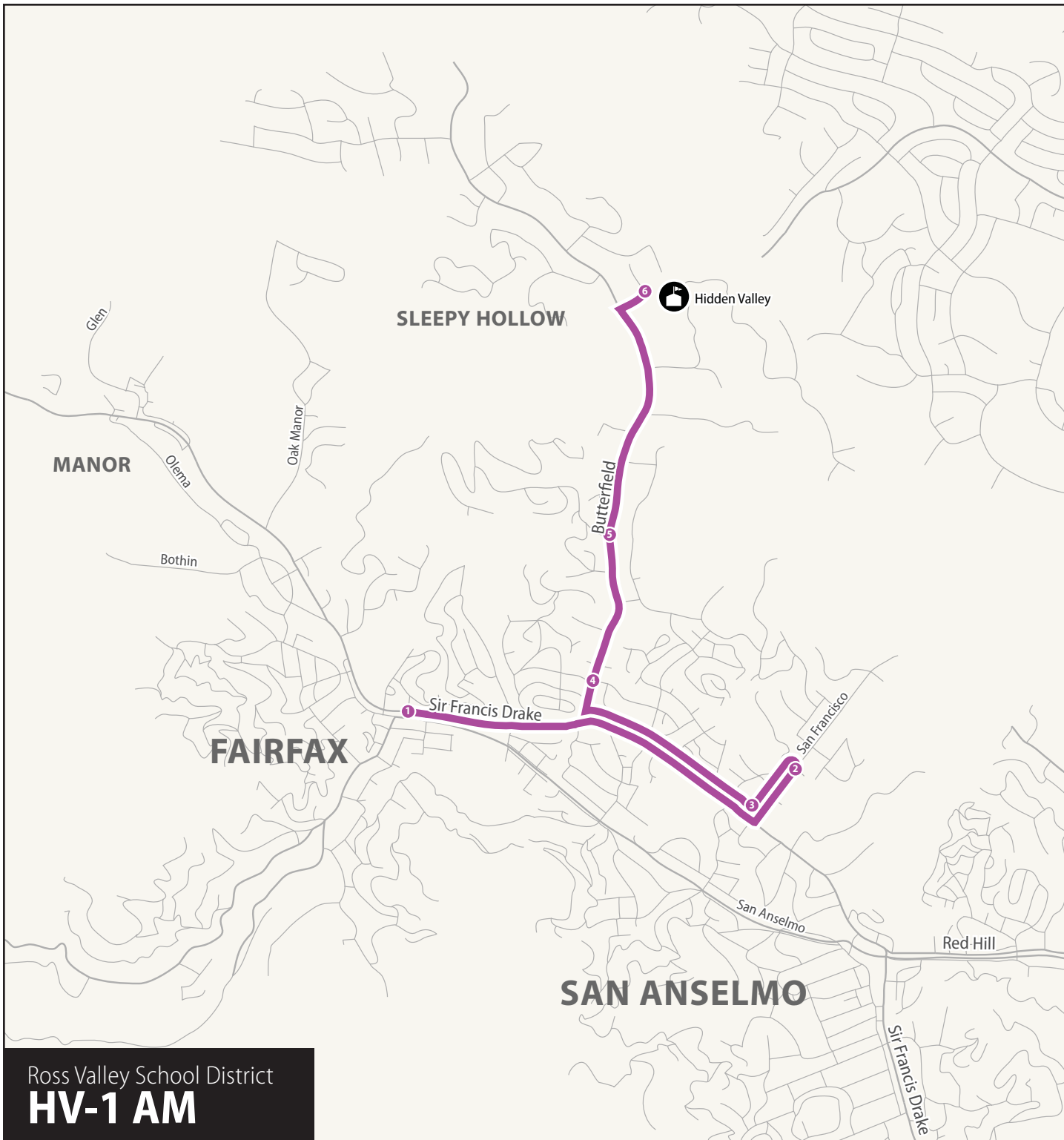
\*Earliest Route Start and Latest Route End are approximately one hour earlier on Early Release days (ex. Wednesdays and some additional days throughout the school year)

See the following pages for route configurations from 2017/18. The 2018/19 route configurations have not been finalized, but are likely to be very similar to the service in place today.

Rate adjustments shall be allowed in the event of an increase or decrease in the base number of school buses operated. The rate on all buses shall be increased 1% for every four (4) buses reduced, or decreased 1% for every four (4) buses added. The base number of buses that this adjustment will be based upon is 8 school buses, as described in the Price Schedule. Districts will provide 90 days written notice of an increase in the number of buses.

Should additional funding become available Marin Transit intends to work with other school districts in Marin County to implement yellow bus programs. Based on preliminary planning work, these programs would have similar characteristics to the “Descriptions of Service” outlined above including operating windows, terrain, and location in Southern Marin.

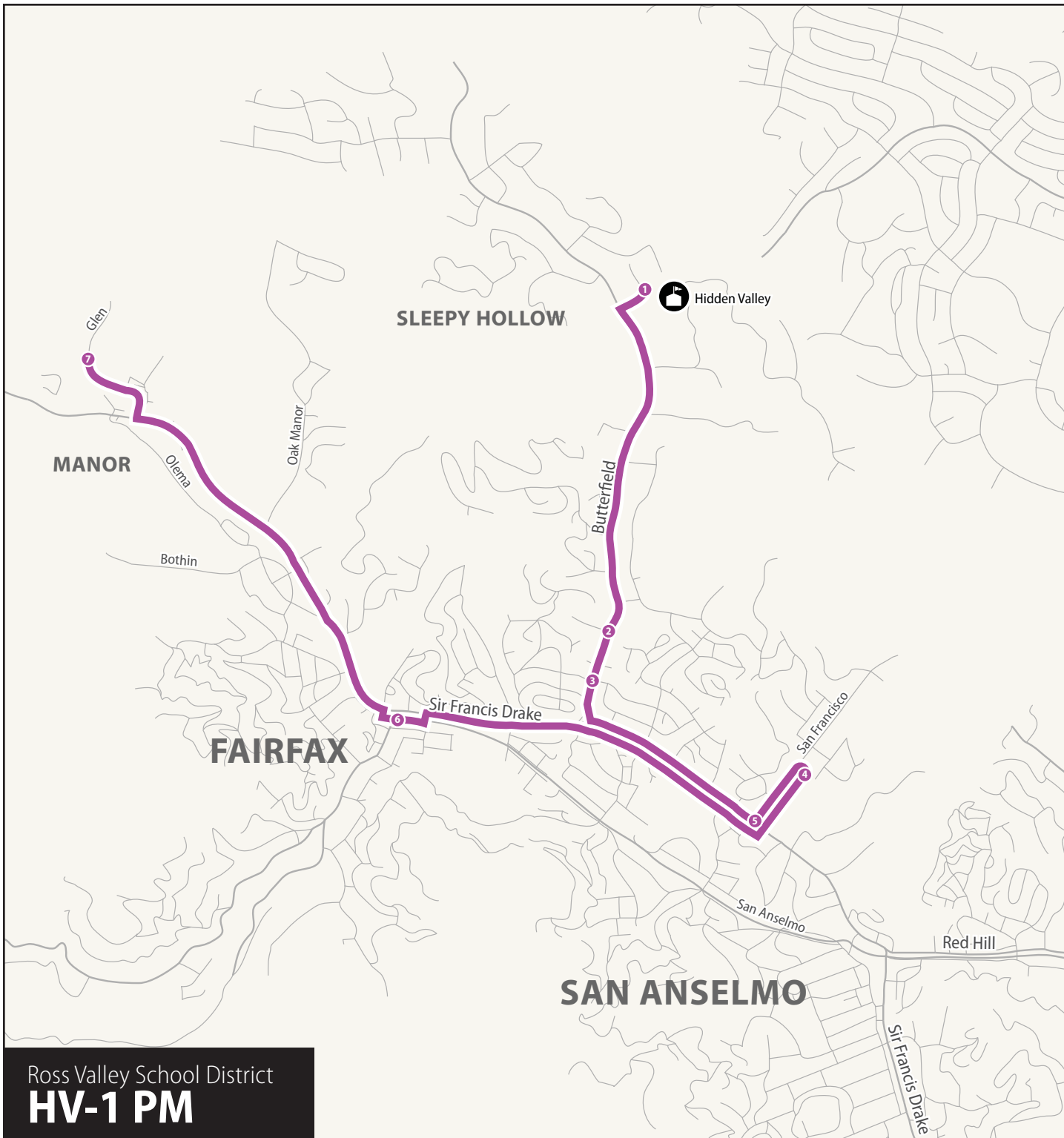




HV-1 (AM)		
Stop	Intersection	Time
1	Sir Francis Drake Blvd & Claus Dr	7:40
2	Memorial Park Lot	7:55
3	Sir Francis Drake Blvd & San Francisco Blvd	7:55
4	Butterfield Rd & Meadowcroft Dr (East)	7:57
5	Butterfield Rd & Woodside Dr (East)	8:00
6	Hidden Valley School	8:05

Ross Valley School District  
**HV-1 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

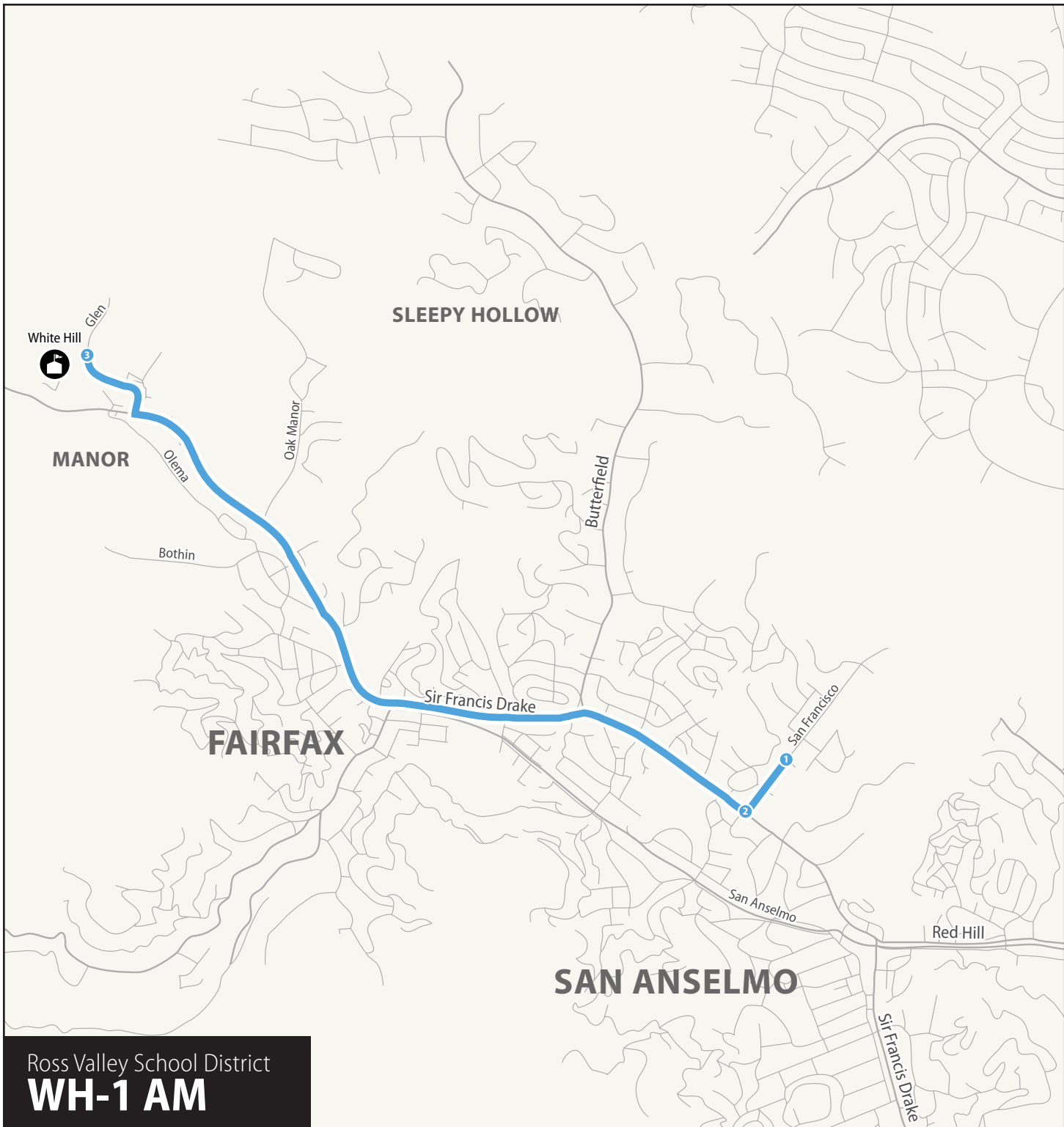


Ross Valley School District  
**HV-1 PM**

HV-1 (PM)		
Stop	Intersection	Time
1	Hidden Valley	2:55
2	Butterfield Rd & Rosemont (West)	2:58
3	Butterfield Rd & Rutherford (West)	3:00
4	Memorial Park	3:05
5	Sir Francis Drake Blvd & San Francisco Blvd	3:10
6	Downtown Fairfax (Broadway & Bolinas)	3:20
7	White Hill School	3:30

HV-1 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	Hidden Valley	1:35
2	Butterfield Rd & Rosemont (West)	1:37
3	Butterfield Rd & Rutherford (West)	1:40
4	Memorial Park	1:50
5	Sir Francis Drake Blvd & San Francisco Blvd	1:55
6	Downtown Fairfax (Broadway & Bolinas)	2:00
7	White Hill School	2:10

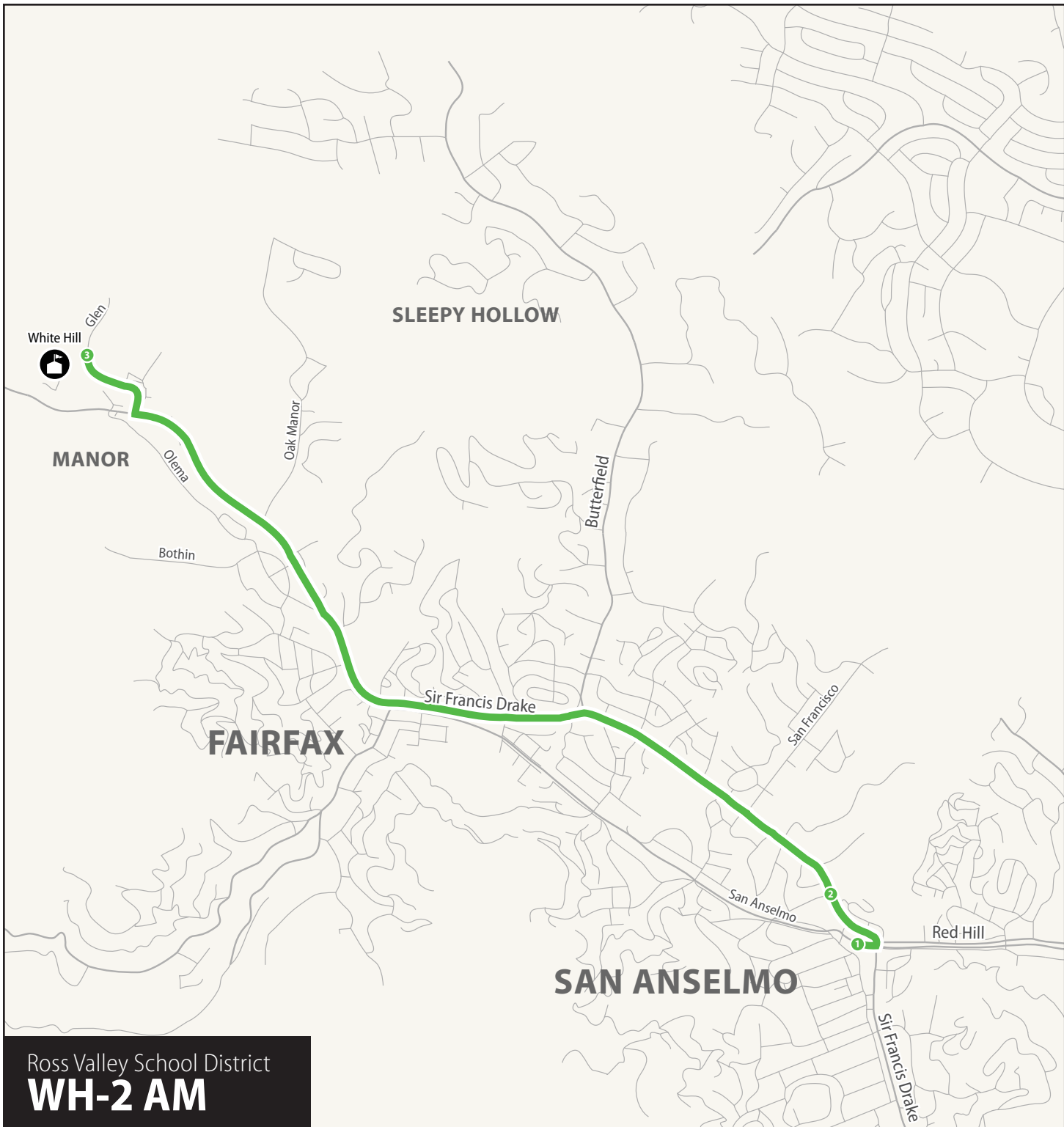
Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



WH-1 (AM)		
Stop	Intersection	Time
1	Memorial Park Lot	7:15
2	Sir Francis Drake Blvd & San Francisco Blvd	7:18
3	White Hill School	7:35

Ross Valley School District  
**WH-1 AM**

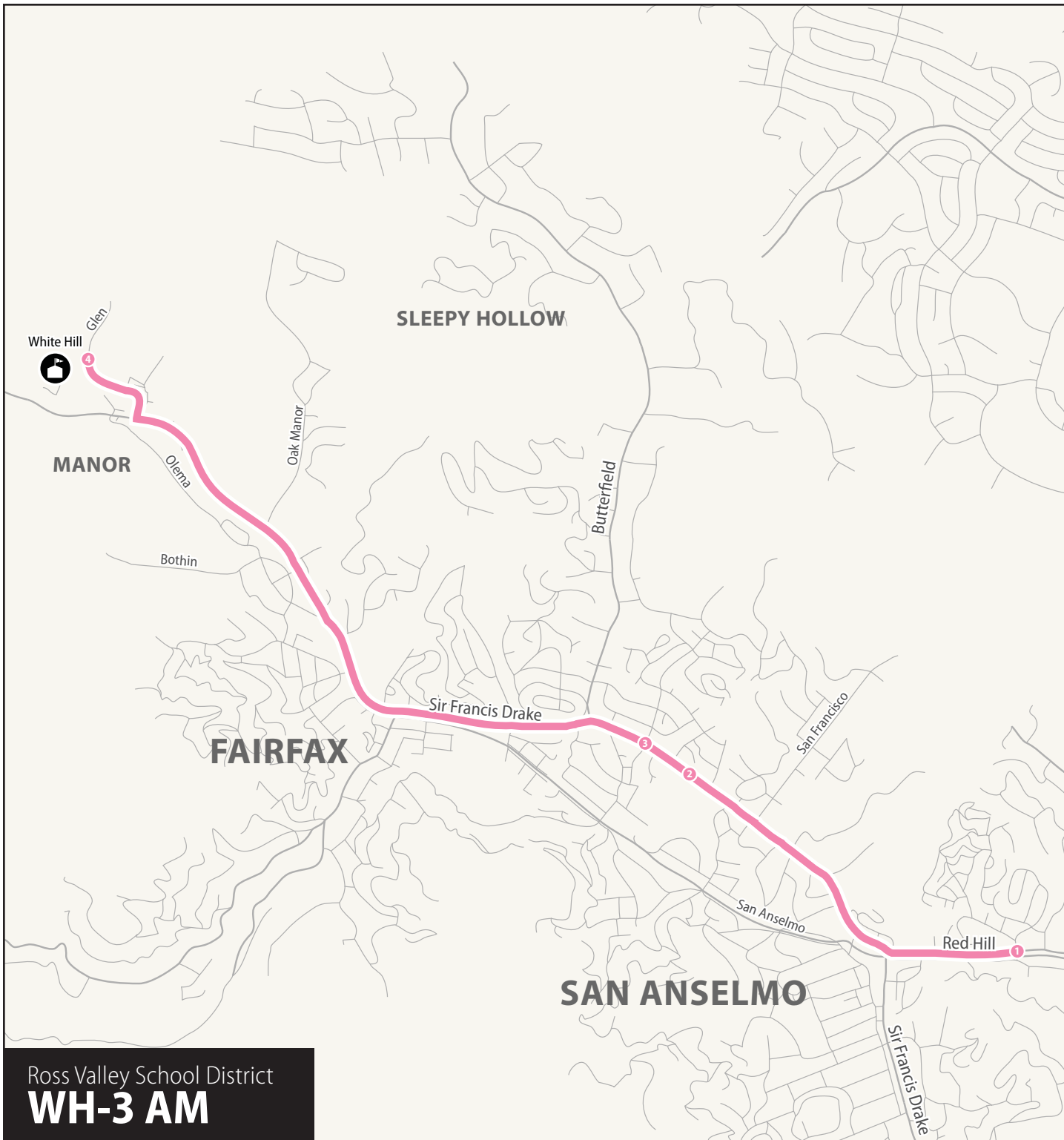
Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



WH-2 (AM)		
Stop	Intersection	Time
1	San Anselmo Hub (Center & Bridge)	7:25
2	Sir Francis Drake Blvd & Madrone Ave	7:28
3	White Hill School	7:40

Ross Valley School District  
**WH-2 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



WH-3 (AM)		
Stop	Intersection	Time
1	Red Hill Ave & Sequoia Dr	7:20
2	Sir Francis Drake Blvd & Aspen Ct	7:25
3	Sir Francis Drake Blvd & Broadmoor Ave	7:25
4	White Hill School	7:40

Ross Valley School District  
**WH-3 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

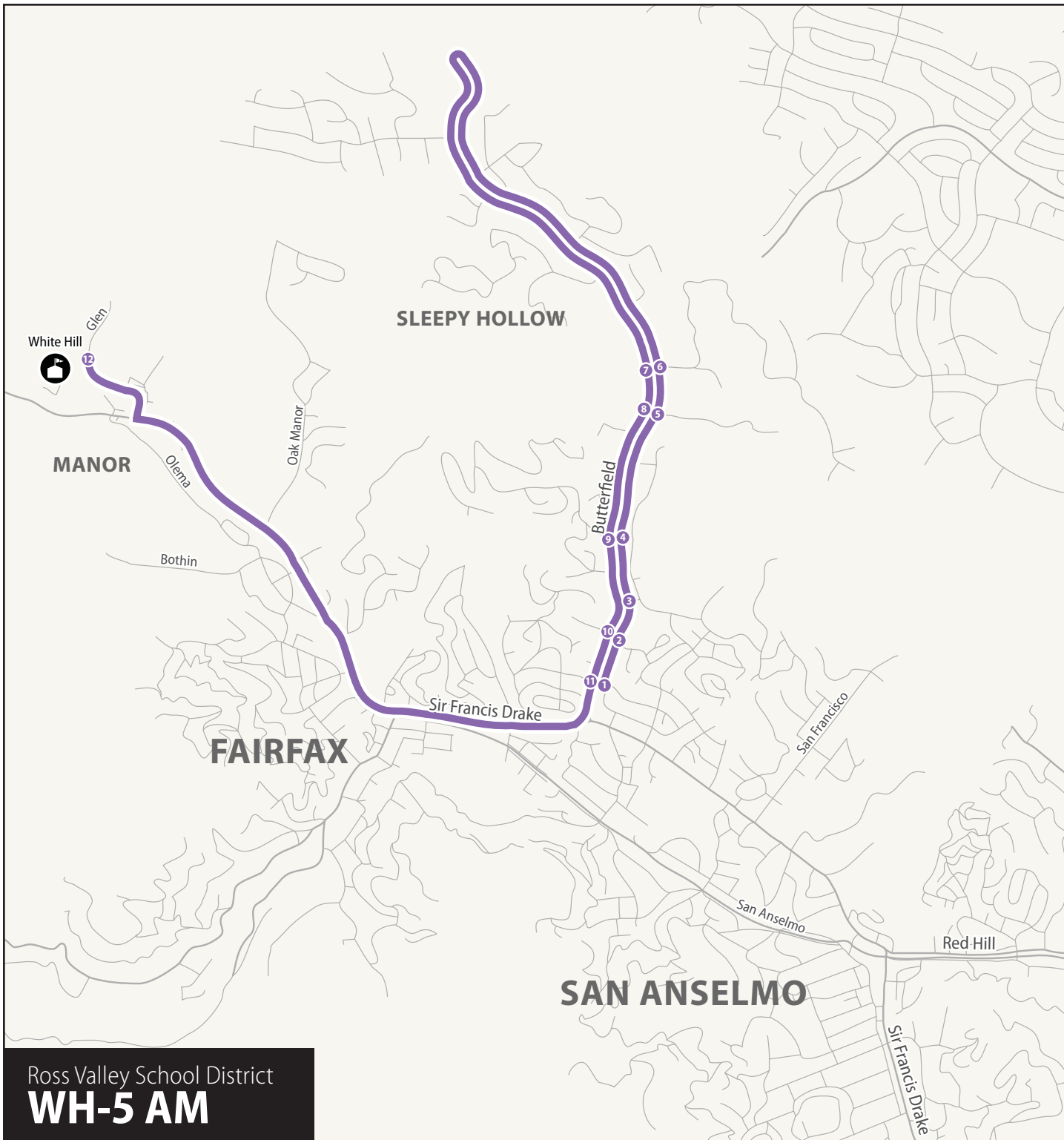


WH-4 (AM)		
Stop	Intersection	Time
1	Sir Francis Drake Blvd & Butterfield Rd	7:25
2	Sir Francis Drake Blvd & Willow Ave	7:25
3	Downtown Fairfax (Broadway & Bolinas)	7:28
4	Sir Francis Drake Blvd & Marinda Dr	7:30
5	Sir Francis Drake Blvd & Oak Manor Dr	7:30
6	White Hill School	7:40

Ross Valley School District  
**WH-4 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

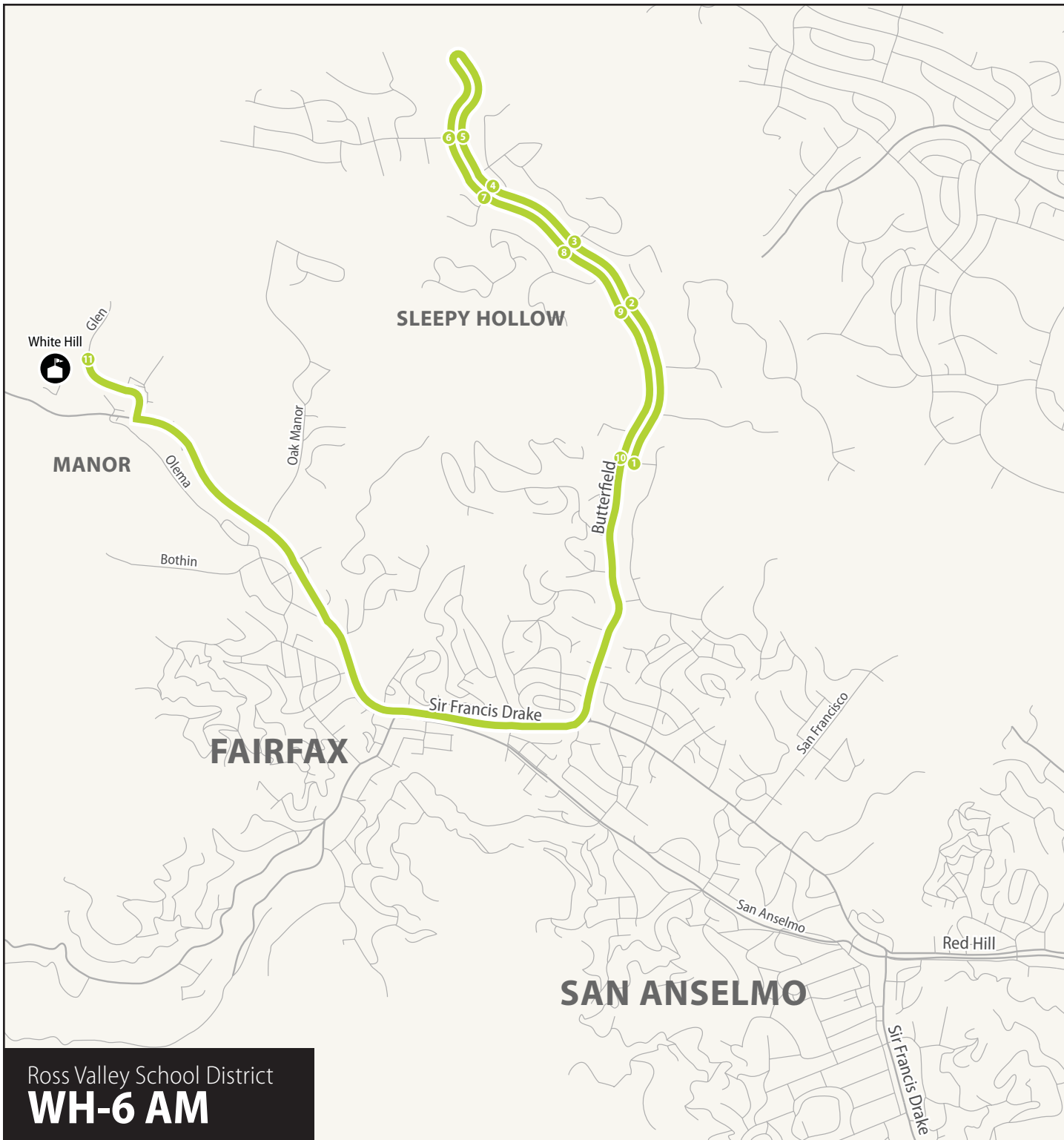




WH-5 (AM)		
Stop	Intersection	Time
1	Butterfield Rd & Meadowcroft Dr (East)	7:20
2	Butterfield Rd & Rosemont Ave (East)	7:20
3	Butterfield Rd & Arroyo Ave (East)	7:20
4	Butterfield Rd & Woodside Dr (East)	7:22
5	Butterfield Rd & Deer Hollow Rd (East)	7:22
6	Butterfield Rd & Fawn Dr (East)	7:22
7	Butterfield Rd & Fawn Dr (West)	7:25
8	Butterfield Rd & Oak Knoll Dr (West)	7:25
9	Butterfield Rd & Woodside Dr (West)	7:28
10	Butterfield Rd & Rosemont Ave (West)	7:28
11	Butterfield Rd & Rutherford Ave (West)	7:28
12	White Hill School	7:40

Ross Valley School District  
**WH-5 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



Ross Valley School District  
**WH-6 AM**

WH-6 (AM)		
Stop	Intersection	Time
1	Butterfield Rd & Caletta Ave (East)	7:20
2	Butterfield Rd & Green Valley Ct (East)	7:22
3	Butterfield Rd & Sleepy Hollow Dr (East)	7:22
4	Butterfield Rd & Katrina Ln (East)	7:22
5	Butterfield Rd & Van Winkle Dr (East)	7:25
6	Butterfield Rd & Van Winkle Dr (West)	7:25
7	Butterfield Rd & Katrina Ln (West)	7:25
8	Butterfield Rd & Sleepy Hollow Dr (West)	7:25
9	Butterfield Rd & Green Valley Ct (West)	7:27
10	Butterfield Rd & Caletta Ave (West)	7:27
11	White Hill School	7:40

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.





Ross Valley School District  
**WH-7 AM**

WH-7 (AM)		
Stop	Intersection	Time
1	San Anselmo Hub (Center & Bridge)	8:10
2	Red Hill Ave & Sequoia Dr	8:13
3	Memorial Park Lot	8:18
4	Sir Francis Drake Blvd & San Francisco Blvd	8:25
5	Sir Francis Drake Blvd & Aspen Ct	8:25
6	Sir Francis Drake Blvd & Broadmoor Ave	8:25
7	Sir Francis Drake Blvd & Butterfield Rd	8:25
8	Downtown Fairfax (Broadway & Bolinas)	8:30
9	Sir Francis Drake Blvd & Marinda Dr	8:33
10	White Hill School	8:40

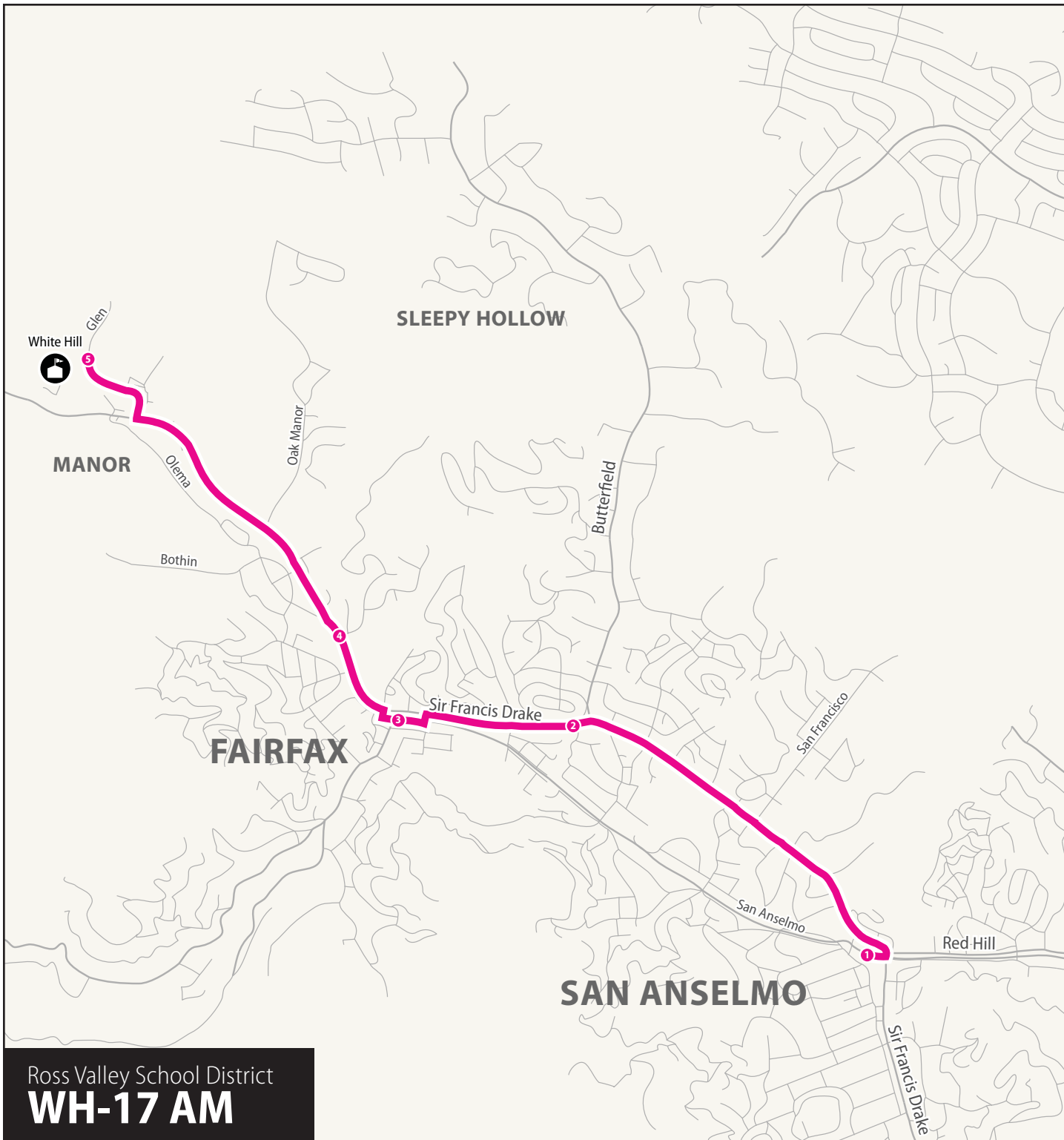
Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



Ross Valley School District  
**WH-8 AM**

WH-8 (AM)		
Stop	Intersection	Time
1	Butterfield Rd & Meadowcroft Dr (East)	8:10
2	Butterfield Rd & Rosemont Ave (East)	8:10
3	Butterfield Rd & Arroyo Ave (East)	8:10
4	Butterfield Rd & Woodside Dr (East)	8:12
5	Butterfield Rd & Caletta Ave (East)	8:12
6	Butterfield Rd & Deer Hollow (East)	8:12
7	Butterfield Rd & Fawn (East)	8:15
8	Butterfield Rd & Green Valley Ct (East)	8:15
9	Butterfield Rd & Sleepy Hollow Dr (East)	8:15
10	Butterfield Rd & Katrina Ln (East)	8:18
11	Butterfield Rd & Van Winkle Dr (East)	8:18
12	Butterfield Rd & Van Winkle Dr (West)	8:20
13	Butterfield Rd & Katrina Ln (West)	8:20
14	Butterfield Rd & Sleepy Hollow Dr (West)	8:20
15	Butterfield Rd & Green Valley Ct (West)	8:22
16	Butterfield Rd & Fawn (West)	8:22
17	Butterfield Rd & Oak Knoll (West)	8:22
18	Butterfield Rd & Caletta Ave (West)	8:25
19	Butterfield Rd & Woodside Dr (West)	8:25
20	Butterfield Rd & Rosemont Ave (West)	8:28
21	Butterfield Rd & Rutherford Ave (West)	8:28
22	Sir Francis Drake Blvd & Willow Ave	8:32
23	White Hill School	8:40

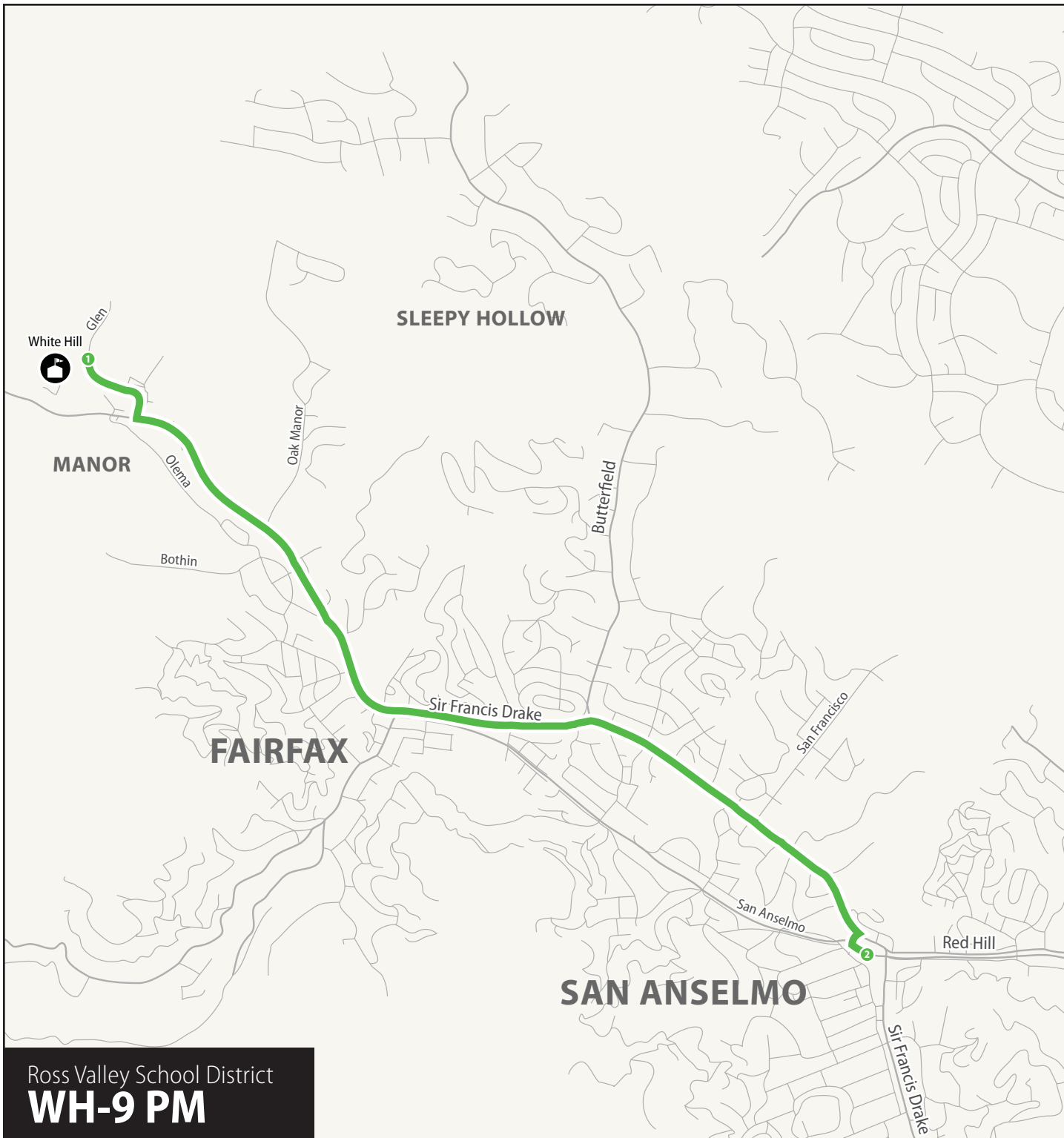
Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



WH-17 (AM)		
Stop	Intersection	Time
1	San Anselmo Hub (Center & Bridge)	8:00
2	Sir Francis Drake Blvd & Butterfield Rd	8:10
3	Downtown Fairfax (Broadway & Bolinas)	8:14
4	Sir Francis Drake Blvd & Marinda Dr	8:16
5	White Hill School	8:25

Ross Valley School District  
**WH-17 AM**

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

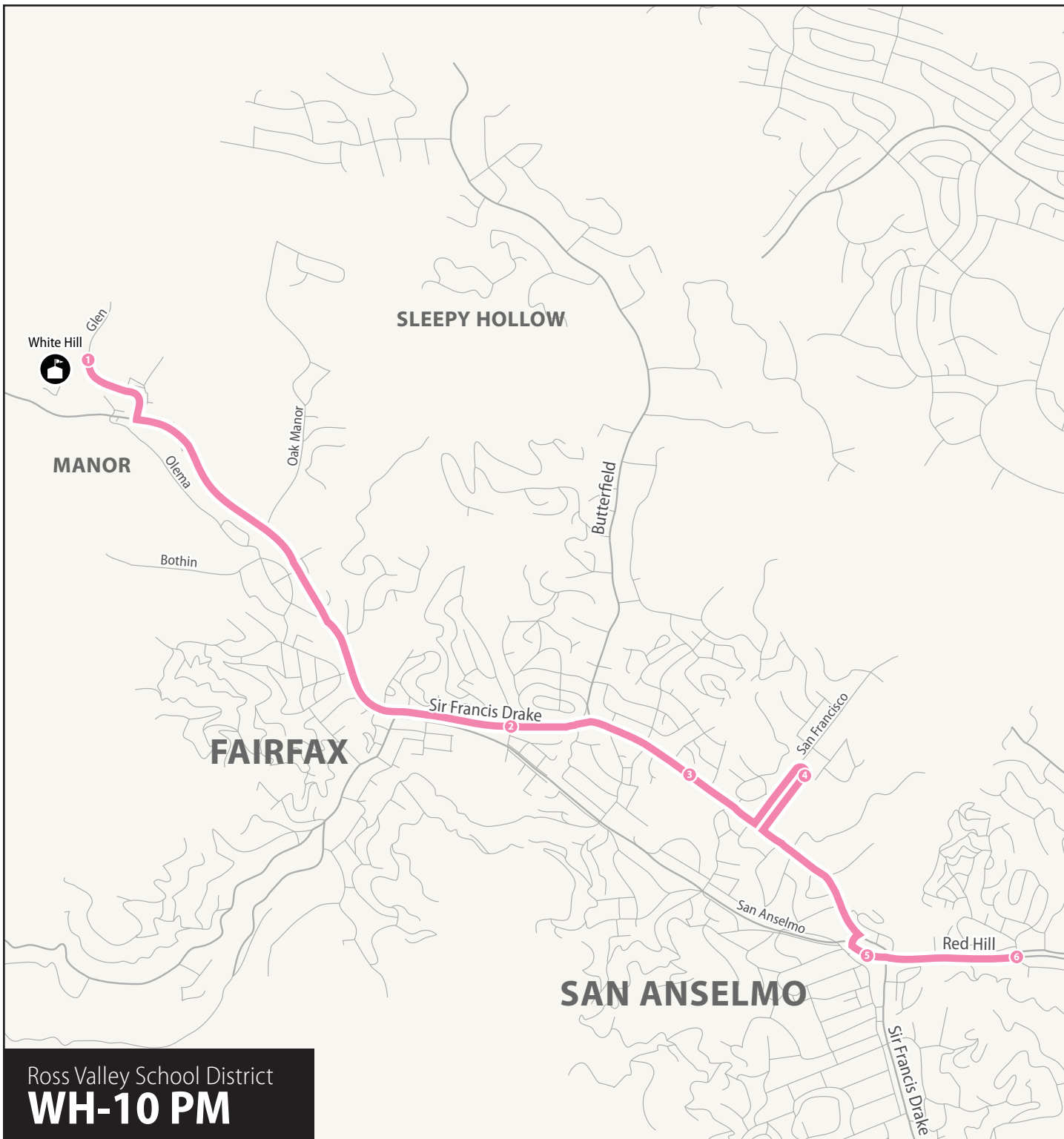


Ross Valley School District  
**WH-9 PM**

WH-9 (PM)		
Stop	Intersection	Time
1	White Hill School	3:15
2	San Anselmo Hub (Center & Bridge)	3:30

WH-9 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:25
2	San Anselmo Hub (Center & Bridge)	2:40

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



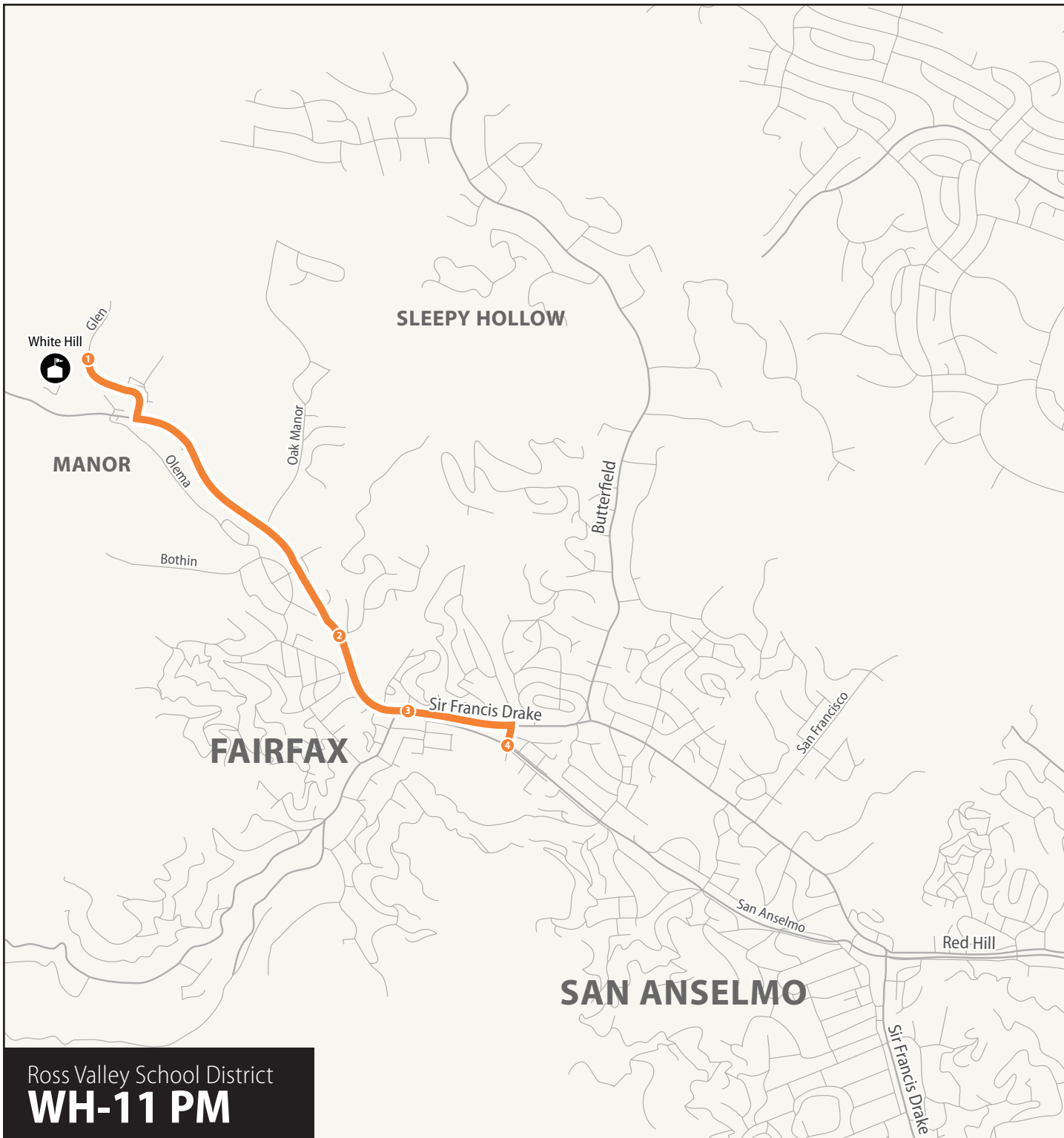
Ross Valley School District  
**WH-10 PM**

WH-10 (PM)		
Stop	Intersection	Time
1	White Hill School	3:15
2	Sir Francis Drake Blvd & Willow Ave	3:23
3	Sir Francis Drake Blvd & Ash Ave	3:25
4	Memorial Park Lot	3:30
5	San Anselmo Hub (Center & Bridge)	3:37
6	Red Hill Av & Sequoia Dr	3:40

WH-10 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:15
2	Sir Francis Drake Blvd & Willow Ave	2:23
3	Sir Francis Drake Blvd & Ash Ave	2:25
4	Memorial Park Lot	2:30
5	San Anselmo Hub (Center & Bridge)	2:37
6	Red Hill Av & Sequoia Dr	2:40

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



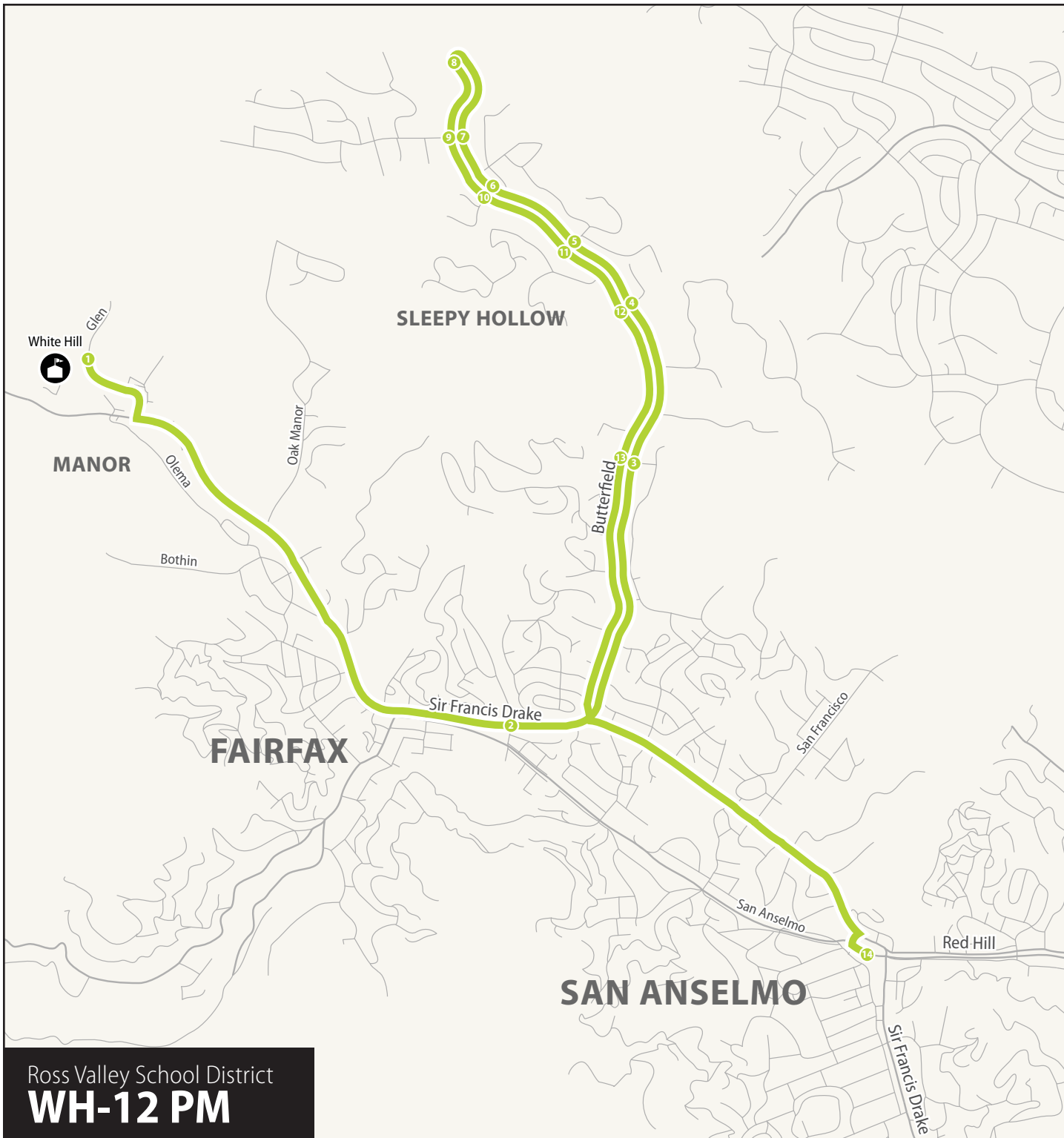


Ross Valley School District  
**WH-11 PM**

WH-11 (PM)		
Stop	Intersection	Time
1	White Hill School	3:15
2	Sir Francis Drake Blvd & Marinda Dr	3:20
3	Sir Francis Drake Blvd & Claus Dr	3:25
4	Pastori Ave at Center Blvd	3:28

WH-11 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:15
2	Sir Francis Drake Blvd & Marinda Dr	2:20
3	Sir Francis Drake Blvd & Claus Dr	2:25
4	Pastori Ave at Center Blvd	2:28

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time. 54

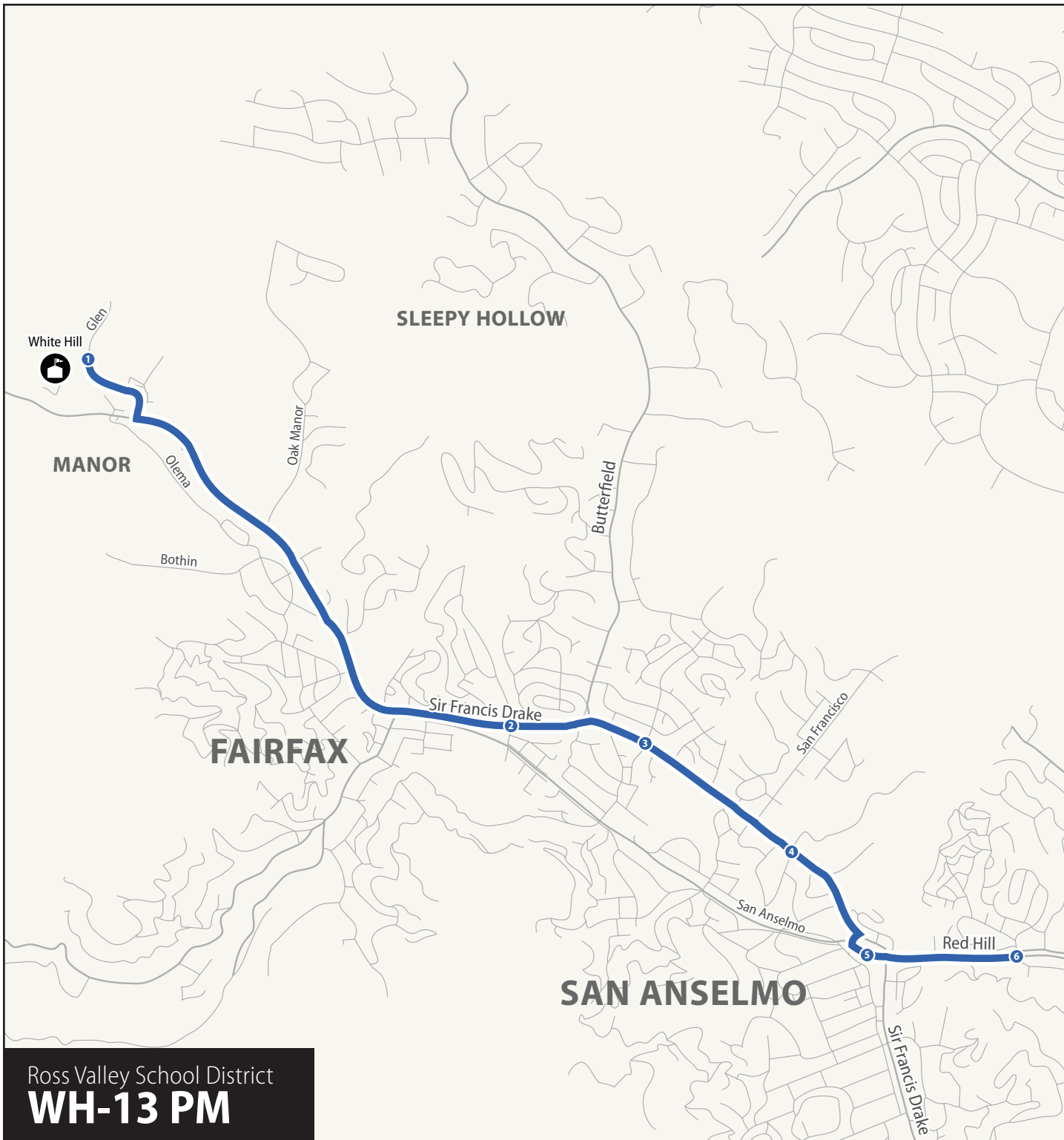


Ross Valley School District  
**WH-12 PM**

WH-12 (PM)		
Stop	Intersection	Time
1	White Hill School	3:20
2	Sir Francis Drake Blvd & Willow Ave	3:25
3	Butterfield Rd & Caletta Ave (East)	3:32
4	Butterfield Rd & Green Valley Ct (East)	3:35
5	Butterfield Rd & Sleepy Hollow Dr (East)	3:35
6	Butterfield Rd & Katrina Ln (East)	3:38
7	Butterfield Rd & Van Winkle Dr (East)	3:38
8	San Domenico School	3:40
9	Butterfield Rd & Van Winkle Dr (West)	3:40
10	Butterfield Rd & Katrina Ln (West)	3:40
11	Butterfield Rd & Sleepy Hollow Dr (West)	3:40
12	Butterfield Rd & Green Valley Ct (West)	3:42
13	Butterfield Rd & Caletta Ave (West)	3:45
14	San Anselmo Hub	4:00

WH-12 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:20
2	Sir Francis Drake Blvd & Willow Ave	2:25
3	Butterfield Rd & Caletta Ave (East)	2:32
4	Butterfield Rd & Green Valley Ct (East)	2:35
5	Butterfield Rd & Sleepy Hollow Dr (East)	2:35
6	Butterfield Rd & Katrina Ln (East)	2:38
7	Butterfield Rd & Van Winkle Dr (East)	2:38
8	San Domenico School	2:40
9	Butterfield Rd & Van Winkle Dr (West)	2:40
10	Butterfield Rd & Katrina Ln (West)	2:40
11	Butterfield Rd & Sleepy Hollow Dr (West)	2:40
12	Butterfield Rd & Green Valley Ct (West)	2:42
13	Butterfield Rd & Caletta Ave (West)	2:45
14	San Anselmo Hub	3:00

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



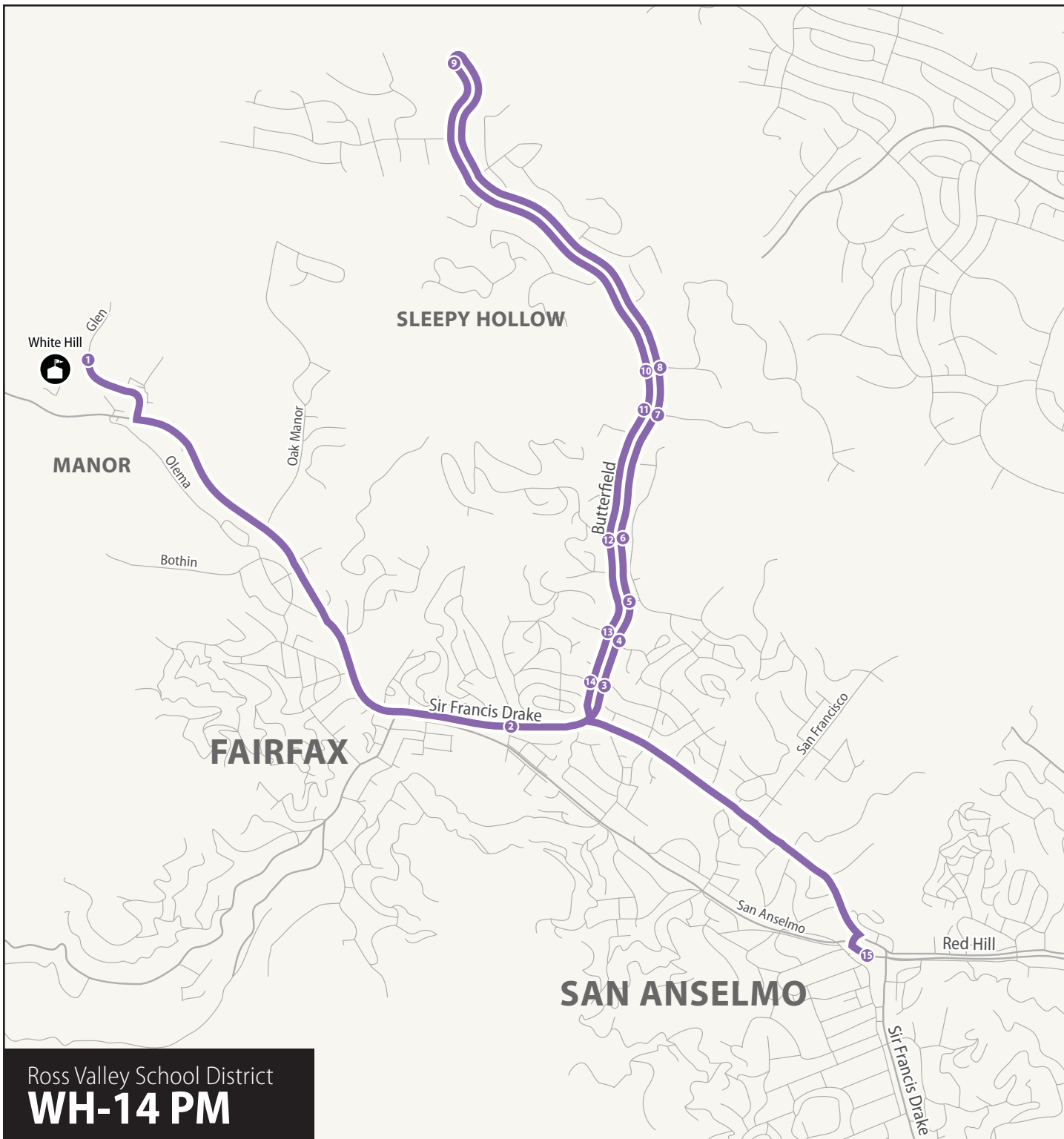
Ross Valley School District  
**WH-13 PM**

WH-13 (PM)		
Stop	Intersection	Time
1	White Hill School	3:15
2	Sir Francis Drake Blvd & Willow Ave	3:23
3	Sir Francis Drake Blvd & San Anselmo Ave	3:25
4	Sir Francis Drake Blvd & Sais Ave	3:33
5	San Anselmo Hub (Center & Bridge)	3:37
6	Red Hill Av & Sequoia Dr	3:40

WH-13 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:15
2	Sir Francis Drake Blvd & Willow Ave	2:23
3	Sir Francis Drake Blvd & San Anselmo Ave	2:25
4	Sir Francis Drake Blvd & Sais Ave	2:33
5	San Anselmo Hub (Center & Bridge)	2:37
6	Red Hill Av & Sequoia Dr	2:40

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.





Ross Valley School District  
**WH-14 PM**

WH-14 (PM)		
Stop	Intersection	Time
1	White Hill School	3:35
2	Sir Francis Drake Blvd & Willow Ave	3:40
3	Butterfield Rd & Meadowcroft (East)	3:45
4	Butterfield Rd & Rosemont (East)	3:45
5	Butterfield Rd & Arroyo Ave (East)	3:45
6	Butterfield Rd & Woodside Dr (East)	3:47
7	Butterfield Rd & Deer Hollow Rd (East)	3:47
8	Butterfield Rd & Fawn Dr (East)	3:50
9	San Domenico School	3:55
10	Butterfield Rd & Fawn Dr (West)	3:57
11	Butterfield Rd & Oak Knoll Dr (West)	3:57
12	Butterfield Rd & Woodside Dr (West)	4:00
13	Butterfield Rd & Rosemont Ave (West)	4:00
14	Butterfield Rd & Rutherford Ave (West)	4:00
15	San Anselmo Hub	4:10

WH-14 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:25
2	Sir Francis Drake Blvd & Willow Ave	2:30
3	Butterfield Rd & Meadowcroft (East)	2:35
4	Butterfield Rd & Rosemont (East)	2:35
5	Butterfield Rd & Arroyo Ave (East)	2:35
6	Butterfield Rd & Woodside Dr (East)	2:37
7	Butterfield Rd & Deer Hollow Rd (East)	2:37
8	Butterfield Rd & Fawn Dr (East)	2:40
9	San Domenico School	2:45
10	Butterfield Rd & Fawn Dr (West)	2:47
11	Butterfield Rd & Oak Knoll Dr (West)	2:47
12	Butterfield Rd & Woodside Dr (West)	2:50
13	Butterfield Rd & Rosemont Ave (West)	2:50
14	Butterfield Rd & Rutherford Ave (West)	2:50
15	San Anselmo Hub	3:00

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

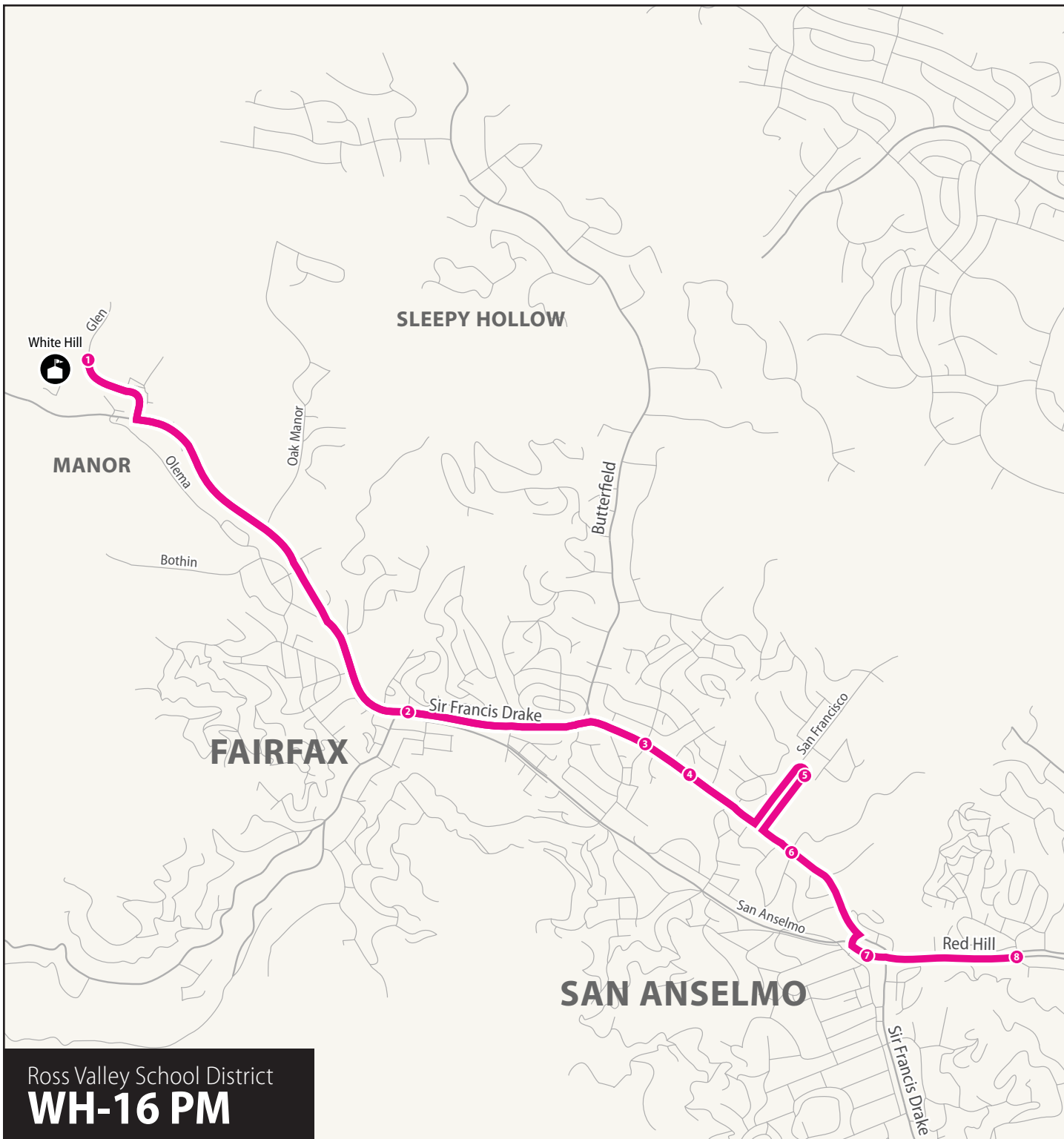


Ross Valley School District  
**WH-15 PM**

WH-15 (PM)		
Stop	Intersection	Time
1	White Hill School	3:45
2	Sir Francis Drake Blvd & Willow Ave	3:52
3	Butterfield Rd & Meadowcroft (East)	3:55
4	Butterfield Rd & Rosemont (East)	3:55
5	Butterfield Rd & Woodside Dr (East)	3:57
6	Butterfield Rd & Caletta Ave (East)	3:57
7	Butterfield Rd & Green Valley Ct (East)	3:57
8	Butterfield Rd & Katrina Ln (East)	4:00
9	Butterfield Rd & Van Winkle Dr (East)	4:00
10	San Domenico School	4:02
11	Butterfield Rd & Van Winkle Dr (West)	4:02
12	Butterfield Rd & Katrina Ln (West)	4:02
13	Butterfield Rd & Green Valley Ct (West)	4:04
14	Butterfield Rd & Caletta Ave (West)	4:07
15	Butterfield Rd & Woodside Dr (West)	4:07
16	Butterfield Rd & Rosemont (West)	4:07
17	Butterfield Rd & Rutherford (West)	4:07
18	Sir Francis Drake Blvd & Sais Ave	4:10
19	San Anselmo Hub (Center & Bridge)	4:20

WH-15 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:45
2	Sir Francis Drake Blvd & Willow Ave	2:52
3	Butterfield Rd & Meadowcroft (East)	2:55
4	Butterfield Rd & Rosemont (East)	2:55
5	Butterfield Rd & Woodside Dr (East)	2:57
6	Butterfield Rd & Caletta Ave (East)	2:57
7	Butterfield Rd & Green Valley Ct (East)	2:57
8	Butterfield Rd & Katrina Ln (East)	3:00
9	Butterfield Rd & Van Winkle Dr (East)	3:00
10	San Domenico School	3:02
11	Butterfield Rd & Van Winkle Dr (West)	3:02
12	Butterfield Rd & Katrina Ln (West)	3:02
13	Butterfield Rd & Green Valley Ct (West)	3:04
14	Butterfield Rd & Caletta Ave (West)	3:07
15	Butterfield Rd & Woodside Dr (West)	3:07
16	Butterfield Rd & Rosemont (West)	3:07
17	Butterfield Rd & Rutherford (West)	3:07
18	San Anselmo Hub (Center & Bridge)	3:10
19	San Anselmo Hub (Center & Bridge)	3:20

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.

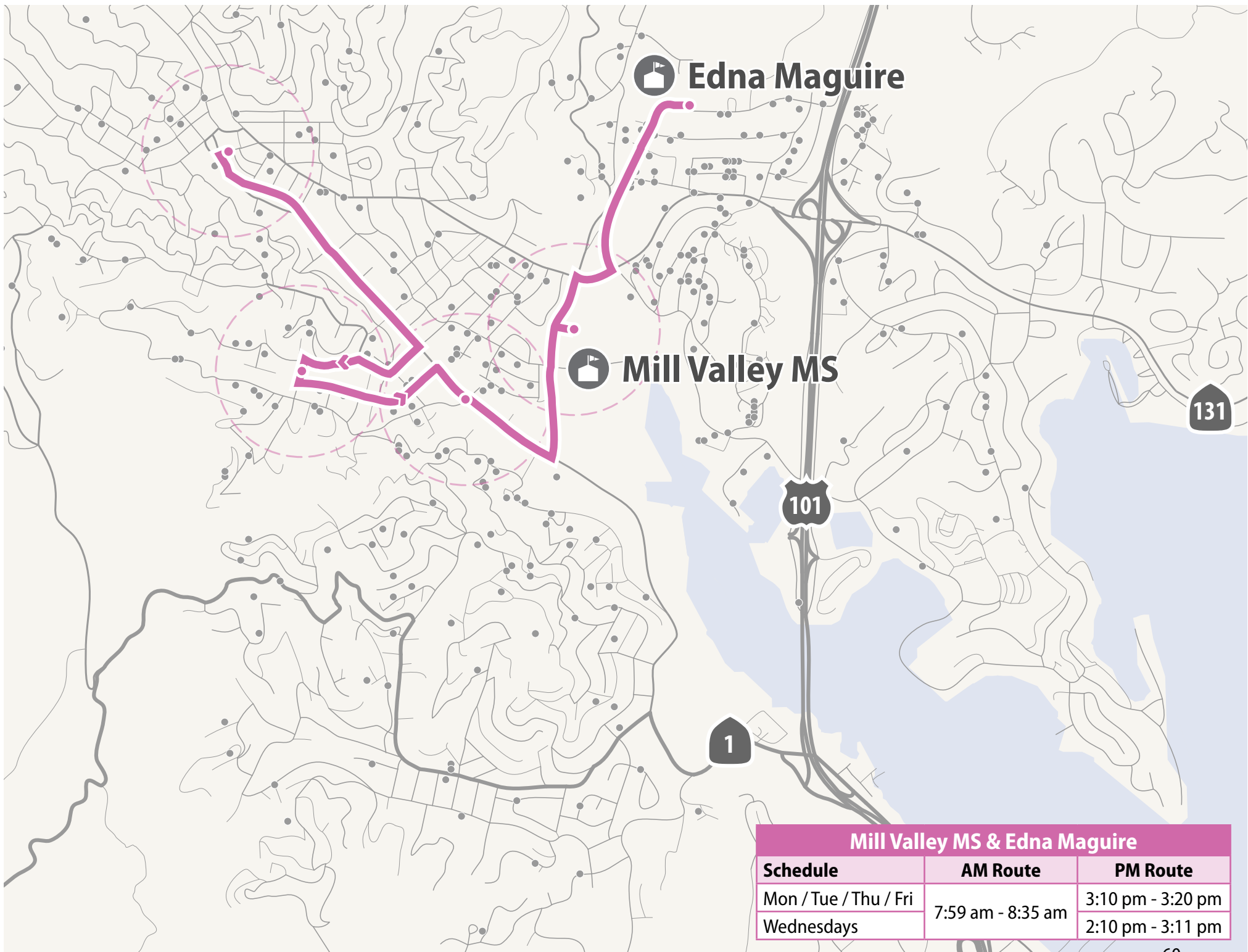


Ross Valley School District  
**WH-16 PM**

WH-16 (PM)		
Stop	Intersection	Time
1	White Hill School	3:45
2	Sir Francis Drake Blvd & Claus	3:50
3	Sir Francis Drake Blvd & San Anselmo Ave	3:53
4	Sir Francis Drake Blvd & Ash Ave	3:55
5	Memorial Park Lot	4:03
6	Sir Francis Drake Blvd & Sais Ave	4:05
7	San Anselmo Hub (Center & Bridge)	4:08
8	Red Hill Ave & Sequoia Dr	4:10

WH-16 (PM - EARLY RELEASE)		
Stop	Intersection	Time
1	White Hill School	2:45
2	Sir Francis Drake Blvd & Claus	2:50
3	Sir Francis Drake Blvd & San Anselmo Ave	2:53
4	Sir Francis Drake Blvd & Ash Ave	2:55
5	Memorial Park Lot	3:03
6	Sir Francis Drake Blvd & Sais Ave	3:05
7	San Anselmo Hub (Center & Bridge)	3:08
8	Red Hill Ave & Sequoia Dr	3:10

Times are estimated and subject to change. In the morning, please be at the stop 5 minutes before the scheduled departure time.



**Edna Maguire**

**Mill Valley MS**

**101**

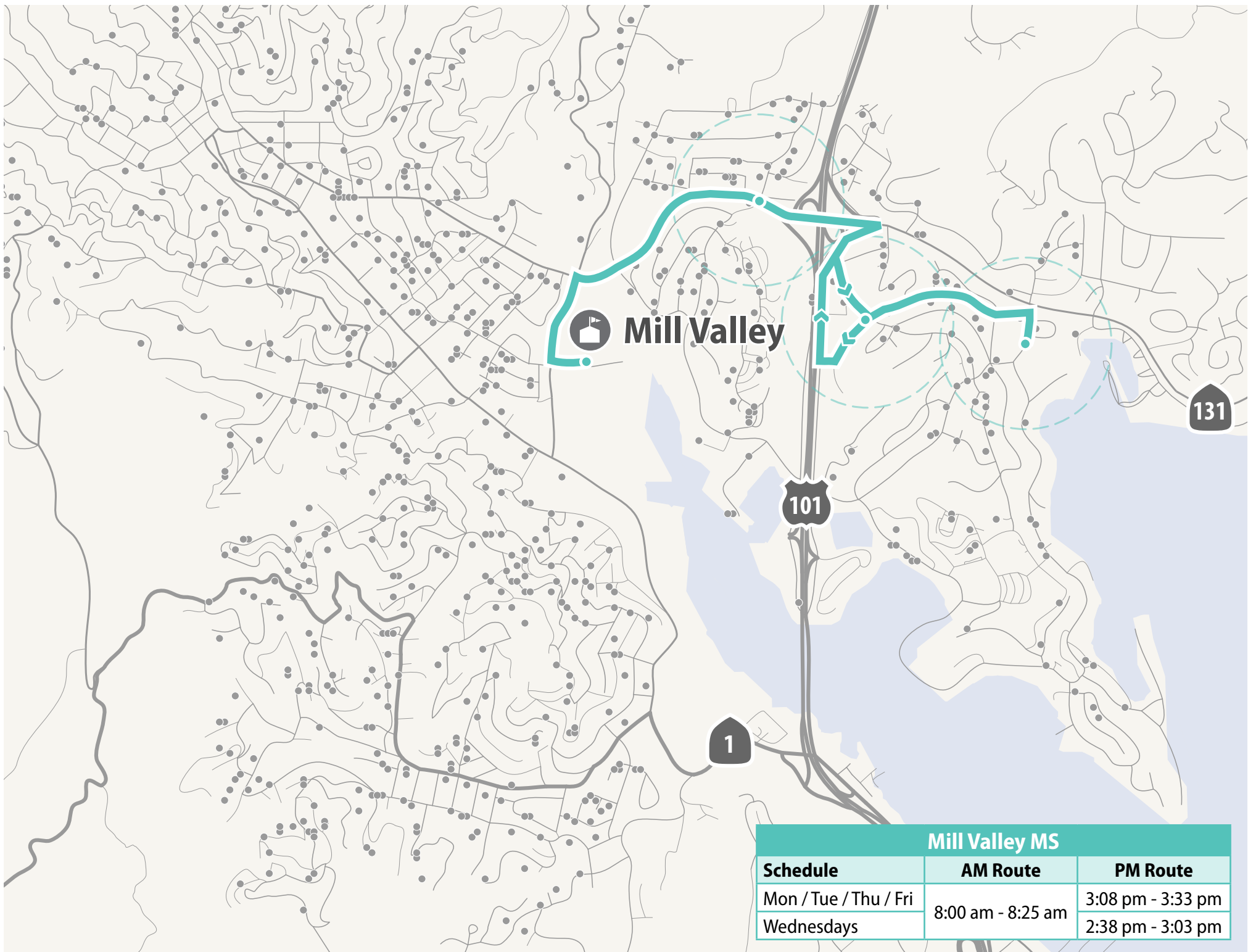
**131**

**1**

**Mill Valley MS & Edna Maguire**

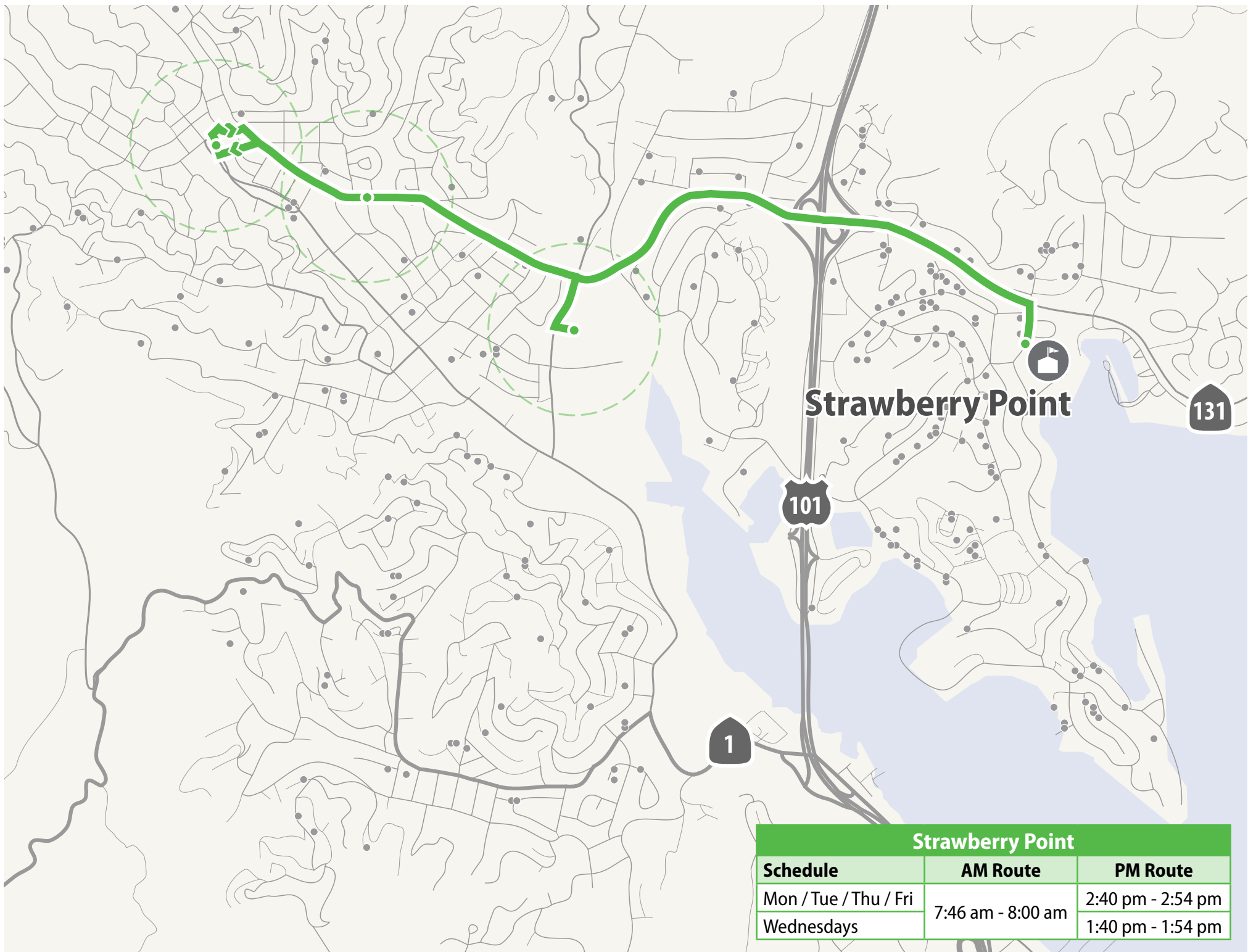
Schedule	AM Route	PM Route
Mon / Tue / Thu / Fri	7:59 am - 8:35 am	3:10 pm - 3:20 pm
Wednesdays		2:10 pm - 3:11 pm





 **Mill Valley**

Mill Valley MS		
Schedule	AM Route	PM Route
Mon / Tue / Thu / Fri	8:00 am - 8:25 am	3:08 pm - 3:33 pm
Wednesdays		2:38 pm - 3:03 pm



## Strawberry Point

Strawberry Point		
Schedule	AM Route	PM Route
Mon / Tue / Thu / Fri	7:46 am - 8:00 am	2:40 pm - 2:54 pm
Wednesdays		1:40 pm - 1:54 pm

## ATTACHMENT F: PUPIL TRANSPORTATION SERVICES AGREEMENT

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This Agreement (“Agreement”) is made \_\_\_\_\_, 2018, in Marin County, California, between the \_\_\_\_\_ District (the “District”) and \_\_\_\_\_ (“Contractor”). The District and the Contractor may herein be singularly referred to as “Party” or jointly referred to as “Parties.”

**WHEREAS**, the District desires to engage and the Contractor jointly agrees to provide student bus transportation services (“Services”) by entering into this Agreement pursuant to all applicable laws; and

**WHEREAS**, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### 1. GENERAL PROVISIONS

**1.1. Communications and Procedures.** District and Contractor, through each Party’s contact person and in communication and coordination with the other Party, will:

- 1.1.1. Personnel Directory. Establish a directory of each Party’s personnel to contact for every type of communication relating to this Contract.
- 1.1.2. Communication Procedures. Establish procedures for all communications regarding the day-to-day implementation of this Contract to be confirmed in writing by the Parties.
- 1.1.3. Fieldwork Problem Procedures. Establish procedures to handle fieldwork to most effectively prevent problems and, if problems arise, to settle them as quickly and as close to the source of the problems as possible.
- 1.1.4. Operational Problem Procedures. Establish procedures to resolve disputes involving bus routes, schedules, public relations, and other operational problems relating to this Contract that may arise during the Contract Term.

### 2. SCOPE OF WORK.

**2.1. Generally.**

- 2.1.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide District with transportation services for persons designated by District to and from certain public schools operated by

District and other public agencies and to and from other points as directed by District, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in accordance with this Contract and all applicable laws. Contractor shall provide transportation services with vehicles as required in this Contract and at such times and places as District shall specify.

2.1.2. District reserves the right to change school hours; adjust school start and ending times; change any aspect of or delete any established bus routes; add new bus routes; change, increase, or decrease the number and type of vehicles required; change any school site to which transportation services will be provided; and/or change the number of or particular students assigned to a vehicle or bus route.

2.1.3. If Contractor does not have the required vehicle(s) and/or trained personnel available or District determines that the needs or preferences of District and/or certain student(s) require transportation services provided by another company or entity, District, at District's discretion, own expense and without any notice, obligation, or liability to Contractor, may retain another company or entity to provide transportation services for District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

**2.2. License, Permits, and Certifications.** Contractor shall maintain in good standing throughout the term all licenses, permits, and certifications required by all applicable laws to perform services under this Contract, and shall enforce strict discipline and good order among its employees and shall not employ any person who is not qualified and trained to operate the required vehicles and equipment, and to handle students.

**2.3. Equipment Requirements and Maintenance.**

2.3.1. Estimated Number of Vehicles.

2.3.1.1. District anticipates that District will need transportation services as described in the document entitled Services attached hereto as **Exhibit "A"** and incorporated by reference.

2.3.1.2. The Parties shall communicate and coordinate regarding the particular routes, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract, which quantity shall at all times throughout the term be equal to at least 10 percent of those vehicles assigned to established bus routes to assure that uninterrupted service can be provided in the event a vehicle suffers mechanical breakdowns or other problems. Stand-by vehicles shall meet the same equipment and capacity requirements



as vehicles assigned to an established bus route.

2.3.2. Vehicle Requirements / Conditions of Vehicles. Throughout the term, each vehicle that Contractor uses to provide transportation services under this Contract shall comply with the following minimum standards:

2.3.2.1. **80-90 seat buses shall be 10 years old or newer as indicated by the year of manufacture.**

2.3.2.2. **60-70 seat buses shall be 10 years old or newer as indicated by the year of manufacture.**

2.3.2.3. **Contractor will comply with all California requirements regarding the installation and use of seatbelts by students on school buses.**

2.3.3. Other Requirements for Vehicles. Contractor shall comply with each of the following requirements for each vehicle that Contractor uses to transport students under this Contract:

2.3.3.1. **Compliance with Applicable Laws.** Furnish certificates of compliance issued by the California Highway Patrol or other entities acceptable to District, certifying that all vehicles used to transport students pursuant to this Contract comply with all applicable laws.

2.3.3.2. **Vehicle Identification Number.** Assign an identification number to each vehicle (to be carried or marked by six-inch numerals painted on the vehicle) and furnish District with the description of each vehicle and number on or before July 15 of each year. Except for identification signs stating the particular bus routes, Contractor shall not use any markings or lettering on any vehicle that identifies such vehicle with or as operated by District.

2.3.3.3. **Maintenance.** Keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Contractor shall make any or all vehicles available in Contractor's facilities for inspection by District or District's agents for a minimum of four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance.

2.3.3.4. **Communication Devices.** Equip all vehicles used to provide transportation services under this Contract with an immediate means of communication to Contractor's base of operations by a

two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

2.3.3.5. **Additional Equipment.** Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in Exhibit "A" to this Agreement, or (3) agreed to by the Parties in writing.

2.3.3.6. **GPS Tracking Equipment.** The vendor is required to have all bus drivers carry tablets enabled with GPS tracking technology supplied and monitored by Marin Transit. All drivers, including substitute drivers, should be trained on the proper use of the tablets and how to login in to the GPS tracking App. If a tablet stops functioning properly the vendor will work with Marin Transit to remedy the problem and bring the tablet back to working order as quickly as possible. Drivers will sign in to their assigned route before leaving the yard/bus parking location every day.

2.3.3.7. **The Paul Lee School Bus Safety Law.** Vehicle Code section 28160 states that on or before January 1, 2018, the Department shall adopt regulations governing the specification, installation, and use of child safety alert systems. On or before the beginning of the 2018-2019 school year, each school bus shall be equipped with an operational child safety alert system. Section 28160(c) defines a child safety alert system as a device located at the interior rear of the vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

Contractor will develop a policy that ensures compliance with all aspects of the Paul Lee School Bus Safety Law including equipment installations and bus driver inspections of the interior of the bus after each trip with students on board.

2.3.3.8. **Other Equipment.** Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contractor's sole expense.

2.3.4. Fuel and Other Purchases. Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Unless approved otherwise by District in writing, Contractor shall use only diesel and, with District's written pre-approval, non-gasoline fuel for any vehicles that will be used to transport students under this Contract. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any

materials, supplies or other items relating to services provided by Contractor under this Contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this Contract.

- 2.3.5. Right to Demand Replacement Vehicles. Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to request that vehicle be retired from service under this Agreement and be replaced with a vehicle satisfactory to the District.

#### **2.4. Contractor Staffing Requirements.**

- 2.4.1. Number of Drivers. At all times during the Contract Term, Contractor shall provide adequate number and qualified and trained drivers to cover all Bus Routes and such other transportation services as District may need. This includes substitute drivers knowledgeable of the routes and available to provide service if a regularly scheduled bus driver is not available to drive the route on any given day either due to a planned or unplanned absence.

2.4.2. Minimum Qualifications of Drivers.

2.4.2.1. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract.

2.4.2.2. Contractor shall assign the same driver to the same Bus Route whenever possible.

2.4.2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.

2.4.2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times.

2.4.2.5. All drivers shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as **Exhibit "C"** and incorporated by reference.

2.4.2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal regulations

concerning their use.

- 2.4.2.7. All drivers shall be well groomed and in uniform with the name of Contractor imprinted (patch acceptable) on the front shirt pocket or sleeve area, so as to be easily visible. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a time piece with them while on duty so that the drivers can maintain established scheduled times.
  - 2.4.2.8. All drivers shall be trained and certified in cardiopulmonary resuscitation (CPR).
  - 2.4.2.9. Contractor shall provide all drivers with training in car seat installation by a certified instructor. Additionally, when any student is identified as having specialized medical problems or needs, District will notify Contractor that the driver assigned to that student's Bus Route or Special Trip may require additional training to accommodate the student's condition.
  - 2.4.2.10. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs.
  - 2.4.2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this Contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement or arrangement with any employee, person, group, or organization that will, in any way, interfere with Contractor's ability to perform to the full extent of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. District shall have the right to require Contractor to remove any driver from operating a vehicle on a Bus Route or Special Trip who, in District's determination, is not qualified to safely operate a vehicle in accordance with District's standards and goals; however, District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on District's part.
- 2.4.3. Manager/Supervisor Staff. Contractor shall provide, at a minimum, the following management and supervisory staff:

- 2.4.3.1. Manager. To deal directly with District on all matters concerning the implementation and operation of this Contract.
- 2.4.3.2. Dispatcher. To be used for dispatching and controlling Bus Routes and schedule implementation as set forth in the Bus Route Schedule or agreed upon otherwise by the Parties (this may be a shared responsibility of the General Manager).
- 2.4.3.3. Driver Trainer and Safety Program Specialist. Shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.
- 2.4.3.4. Fleet Maintenance Supervisor. To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for District's inspection at all times.
- 2.4.3.5. Contact Person. Whenever a driver is on duty, there must be a Contractor contact available.
- 2.4.4. Standby Personnel. Contractor shall employ additional bus drivers and support staff required to cover absence of drivers and staff throughout the Contract Term. The number of substitute employees shall be at Contractor's discretion to assure that all established Bus Routes are covered at all times by qualified and trained drivers.
- 2.4.5. Fingerprinting and Criminal Background Check Certification.
  - 2.4.5.1. Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as **Exhibit "D"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must

immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

2.4.5.2. Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this Subsection.

2.4.5.3. Contractor's obligations and liabilities under this Subsection to District are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations in this Subsection shall survive the termination of this Contract.

2.4.6. Tuberculosis Clearance Certification. Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If during the Contract Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract.

2.4.7. Workers Compensation Certification. Contractor shall complete, sign, and deliver to District the Workers Compensation Certification attached hereto as **Exhibit "E"** and incorporated by reference.

2.4.8. Student Safety and Information. To ensure student safety, all drivers shall personally check safety devices on all students. Contractor shall provide all drivers with training in car seat installation by a certified instructor.

2.4.9. District Observation. District reserves the right to observe any attendants or drivers at work to assess the interaction between students, attendants, and drivers. District does not accept any responsibility to supervise attendants or drivers.

**2.5. Training and Safety Program.** Contractor shall comply with all California laws

governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. As required by California Education Code Section 39831.5, the Contractor shall provide at least once each school year instructions on, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held within the first four weeks of each school year. If unexpected problems develop to prohibit such scheduled drills during this time, a make-up drill shall be scheduled as soon thereafter as possible.

**2.6. Transportation Safety Plan.** Marin Transit in partnership with the school Districts and the Contractor will develop a Transportation Safety Plan as required by AB 1297 which requires all K-8 school districts in California to prepare a “Transportation Safety Plan” containing procedures for school personnel to follow to ensure the safe transport of pupils.

**2.7. Student Discipline on Vehicles.**

2.7.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor’s driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

2.7.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

2.7.3. Contractor will furnish Pupil Conduct Report as approved by District.

2.7.4. Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct Report to District site administrator for disciplinary action, and/or suspension or removal from riding on Contractor-operated vehicles.

2.7.5. Contractor’s drivers and employees are not authorized to remove students from any vehicles.

2.7.6. District is responsible to inform students and parents of California laws regarding bus safety and behavior.

**2.8. Routing, Scheduling, and Operation of Vehicles.**

2.8.1. General Requirements.

2.8.1.1. Most students will be transported on a round-trip basis. The normal exceptions will be: (1) in case of illness in school, and (2) when parents transport their children to or from schools.

2.8.1.2. Most students will be picked up at a District authorized bus stop

location or their residence. To aid Contractor in maintaining a timely schedule, District expects Contractor to wait for any student who is late to a Bus Stop no more than three minutes beyond the established pick up time. Contractor shall be consistent in the time of pick up at each Bus Stop.

2.8.2. Establishment and Scheduling of Bus Routes.

2.8.2.1. **Development of Bus Routes.** Before Contractor commences any transportation services under this Contract, routes for transporting students shall be developed (**individually “Bus Route” and collective “Bus Routes”**) and students shall be assigned to the Bus Routes.

2.8.2.2. **Bus Route Schedule.** Prior to July \_\_\_\_\_ 2018, and at least annually thereafter, and again on August \_\_\_\_\_ 2018, and at least annually thereafter, the Parties shall meet and confer to develop and agree upon a **“Bus Route Schedule”** that sets forth, at a minimum, the following information:

2.8.2.2.1. A designation of the Bus Route by a number or sequence of numbers and/or letters.

2.8.2.2.2. The starting and ending time of each run, and the sum of all times for all runs on the Bus Route rounded to the nearest quarter of an hour (15 minutes) (**“Daily Bus Route Time”**). The sum of all times for all runs on a Bus Route shall be considered consecutive for purposes of computing the Daily Bus Route Time despite the fact that the schedule for the Bus Route may require multiple, separate runs or trips in the morning and mid-day, and one or more runs in the afternoon. The Daily Bus Route Time shall be computed starting at the pickup time of the first Bus Stop on a run and ending at the drop off time of the last Bus Stop on that run. All times before and after each run, which shall include, but are not limited to, the time for a vehicle to travel from Contractor’s facilities to the first Bus Stop or to travel from the last Bus Stop drop off on a run to Contractor’s facilities, shall not be computed as part of the Daily Bus Route Time.

2.8.2.2.3. The location of each pickup and drop-off of students along each Bus Route (**“Bus Stop”**).

2.8.2.2.4. The time that a vehicle is scheduled to arrive for pickup and drop-off of students at each Bus Stop.



- 2.8.2.2.5. The total cost for the Bus Route per day ("**Daily Bus Route Rate**"), which Daily Bus Route Rate shall be computed pursuant to the Rate Schedule attached hereto as **Exhibit "B"** and incorporated by reference, to be interpreted in accordance with the terms and conditions herein, including without limitation the supplemental Terms and Conditions attached hereto as **Exhibit "F"** and incorporated by reference. If there is a conflict between the terms Exhibit "F" of this Agreement and those of any other portion of this Agreement, the terms of the portion of this Agreement other than Exhibit "F" shall control.
- 2.8.2.2.6. The date on which the Bus Route Schedule becomes effective.
- 2.8.2.2.7. The signature of each Party's Contact Person listed on Page 1 of this Contract.

2.8.2.3. Routing and Scheduling. District shall be responsible, with Contractor's full cooperation, for all routing and schedule of Bus Routes.

2.8.2.4. District Responsibilities. Unless agreed to in writing by the Parties otherwise, District shall have the following responsibilities:

- 2.8.2.4.1. Assign students to Bus Routes.
- 2.8.2.4.2. Establish arrival and departure times at schools.
- 2.8.2.4.3. Assign vehicle capacity to Bus Routes.
- 2.8.2.4.4. Provide timely information with respect to minimum day schedule.
- 2.8.2.4.5. Provide special instructions for students requiring special handling, treatment, and/or medication.

2.8.2.5. Dry Runs. To facilitate the development of Bus Routes and Bus Route Schedules, Contractor shall, prior to the opening of each school year and without charge, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of his/her assigned route.

2.8.3. Changes to Bus Routes and Bus Route Schedule.

2.8.3.1. **District Initiated Changes.** District, with notice to Contractor, may:

- 2.8.3.1.1. Add or delete one or more Bus Routes at any time during the Contract Term. Contractor shall implement any such addition or deletion within 10 school days following Contractor's receipt of District's notice to do so.
- 2.8.3.1.2. Add or delete a pickup or drop-off Bus Stop on any Bus Route. Contractor shall implement such addition or deletion within two school days following the receipt of notice from District to do so.
- 2.8.3.1.3. Change the time of pickup and drop-off of students at any Bus Stop, or the starting and ending time of any run, on a Bus Route. Contractor shall implement the change no later than the second school day after District notifies Contractor of the change.
- 2.8.3.1.4. Add, suspend, or delete transportation services for any student. Contractor shall implement such addition, suspension, or deletion of transportation services the second school day following Contractor's receipt of notice to do so from District.

2.8.3.2. **Contractor-Initiated Changes.** If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Bus Route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Bus Route.

2.8.3.3. **Amendments to Bus Route Schedule.** Any change, deletion, and/or addition to any Bus Route or any related information shall be reflected in writing in a revised Bus Route Schedule, which revised Bus Route Schedule shall state an effective date and be signed by each Party's Contact Person or designee.

2.8.3.4. **Fleet Additions and Reductions.** Rate adjustments shall be allowed in the event of an increase or decrease in the base number of school buses operated. The rate on all buses shall be increased 1% for every four (4) buses reduced, or decreased 1% for every four (4) buses added. The base number of buses that this adjustment will be based upon is 8 school buses, as described in the Price Schedule.

## 2.9. Scheduling of Field Trips, Athletic Trips, and Trips for District-Sponsored Activities (collectively "Special Trips").

2.9.1. Upon District's request and subject to availability of vehicles, Contractor

shall provide transportation service for Special Trips. District shall provide notice to Contractor at least two business days before the scheduled Special Trip. If Contractor does not have the required vehicle(s) and/or personnel available at the time requested by District, an alternate time or date may be suggested by Contractor or District may retain, at District's own expense, another company or entity to provide transportation services for the Special Trip. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract or other Contract Documents.

- 2.9.2. District may cancel any scheduled Special Trip by notifying Contractor in writing by no later than 10:00 a.m. on the business day before the date of the Special Trip. Upon such notice and cancellation, District shall not be obligated to pay Contractor for services for the Special Trip. If notice of cancellation of a Special Trip is not provided to Contractor within the time stated here, District shall pay to Contractor \$50.00 for each Special Trip that District cancels. District shall not be obligated to pay Contractor for hours of services for the cancelled Special Trip.

**2.10. Unscheduled School Closing.**

- 2.10.1. District shall not be obligated to pay for any services by Contractor on those days when schools and classes are closed to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or other public agency.
- 2.10.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.
- 2.10.3. District shall notify Contractor of a cancelled Bus Route not less than one hour before the first scheduled pickup Bus Stop. If District fails to give Contractor this one-hour notification, District shall pay Contractor the driver(s)' actual time or minimum call-out time, whichever is less.

- 2.11. **Accident Reports and Citations.** All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to **District immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business days after the accident.

**2.12. Record Keeping, Retention, Inspection, and Audit.**

- 2.12.1. Contractor shall maintain and retain accurate books and accounting records of all services provided under, for costs billed pursuant to, and all documents required of Contractor under this Contract for at least five years after the termination of this Contract. Upon District's request, Contractor shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by District or District's designee. If this Contract involves the expenditure of funds from the State of California in excess of \$10,000, this Contract is subject to the State Auditor's examination and audit for three years after final payment under this Contract at District's request or as part of any audit of District. The obligations of this Subsection shall survive termination of this Contract.
- 2.12.2. Contractor shall provide to District within five business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following:
  - 2.12.2.1. Weekly report on all late or missed trips or runs on any Bus Routes, and stating the cause of the problem and corrective action(s) taken.
  - 2.12.2.2. Notification of hazards, problems or obstacles observed by Contractor personnel along any Bus Routes or relating to the Bus Route Schedule.
  - 2.12.2.3. Accurate trip records showing Bus Route number, bus number, type of trip, number of students carried daily, time of route/trip and miles traveled.
  - 2.12.2.4. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.
  - 2.12.2.5. Monthly report of vehicles receiving preventative maintenance services.
  - 2.12.2.6. Monthly report of vehicles receiving major repairs.
  - 2.12.2.7. Monthly summary report of Special Trips, showing vehicle number, school elapsed time, mileage, District's authorization and District's cost.
- 2.12.3. District may carry out such monitoring, evaluation and auditing of any records required by this Contract as District may deem necessary after written notice to Contractor.

**2.13. Use and Handling of Confidential Records and Information.** To the extent

Confidential Materials, as this term is defined in this Section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Contract; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **“Confidential Materials”** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Contract.

**2.14. Required Documents.** At the same time as when Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District’s request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

**2.15. Certification Regarding Debarment, Suspension, and Other Ineligibility.** If this Contract is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

### **3. TERM OF CONTRACT; COMMENCEMENT OF WORK; AND TERMINATION OF CONTRACT.**

#### **3.1. Contract Term and Renewal.**

3.1.1. This Contract shall be in effect commencing on the Contract Effective Date of \_\_\_\_\_, **2018** and shall continue in full force and effect to and including \_\_\_\_\_, **2021 (“Contract Term”) [MAXIMUM OF 3 YEARS]**, unless this Contract is terminated during the Contract Term pursuant to this Article.

3.1.2. Where this Contract terminates by expiration of the Contract Term, two one-year renewal options will be available to the Parties as follows:

3.1.2.1. The Parties may mutually agree in a writing executed by the Parties and pursuant to Education Code section 39803 to renew this Contract for a successive period of one year.

3.1.2.2. This one-year renewal option may be exercised by the Parties up to two times.

**3.2. Commencement of Services.** Contractor shall commence services under this Contract no later than the **first** day of school. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the school district in which the education program is located. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

**3.3. Grounds for Termination – For Cause.** This Contract shall terminate upon expiration of the Contract Term. During the Contract Term, this Contract may be terminated pursuant to the following:

3.3.1. Termination by District. District may terminate this Contract upon Contractor’s material breach of one or more provisions of the Contract Documents or based on any of the following grounds, and after District has provided Contractor with notice as required by herein below:

3.3.1.1. Contractor refuses or fails to perform services as required under any Contract Documents.

3.3.1.2. Contractor fails to comply with any term or condition of the Contract Documents.

3.3.1.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.

3.3.1.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.

3.3.1.5. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District’s instructions.

3.3.1.6. Contractor materially breaches one or more provisions of the Contract Documents.

3.3.2. Termination by Contractor. Contractor may terminate this Contract upon District’s material breach of one or more provisions of the Contract Documents and after Contractor has provided District with notice as required by Section 3.3.3 below.

3.3.3. Notice of Termination. A Party intending to terminate this Contract pursuant to this **Grounds for Termination – For Cause** Section shall provide the breaching Party with written notice at least 30 days (**“Termination Notice Period”**) before the effective termination date and provide the breaching Party with five business days after the date of receipt of the

notice to terminate to cure (“Cure Period”) unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

**3.4. Additional Grounds for Termination.** Notwithstanding any provisions to the contrary in this Contract, this Contract shall terminate during the Contract Term pursuant to any of the following:

- 3.4.1. Conviction or Criminal Proceeding Involving Serious or Violent Felony. District, at District’s sole discretion and upon written notice by District to Contractor, may terminate this Contract, effective on the date stated in District’s notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
- 3.4.2. Contractor Noncompliance with Applicable Laws. District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District’s written notice if Contractor, in performing services under this Contract, fails to comply with federal, state, local laws, and/or District policies that apply to Contractor’s performance of services required by the Contract Documents.
- 3.4.3. Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. District, at District’s election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District’s notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor’s assets; (3) be unable to, fail to, or admit in writing to Contractor’s inability generally to pay Contractor’s debts as they become due; or (4) make a general assignment for the benefit of creditors.
- 3.4.4. Contractor Unauthorized Assignment or Transfer of Contract. Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District’s written notice.
- 3.4.5. Contractor Failure to Procure and Maintain Required Insurance. If

Contractor fails to maintain any of the insurance required by this Contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

- 3.4.6. Non-Allocation of or Insufficient Allocated Funds. Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Contract Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this Contract: (1) reduce or eliminate some or all funds to pay for this Contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this Contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this Contract.
- 3.4.7. License, Certification, or Permit. District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

**3.5. Rights and Obligations upon Termination.** Upon termination of this Contract, the following shall apply and shall survive termination of this Contract:

- 3.5.1. Generally. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.
- 3.5.2. Termination by District For Cause. If District terminates this Contract pursuant to the **Grounds for Termination – For Cause** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this Contract, the excess cost shall be charged to and collected from Contractor. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.
- 3.5.3. Payment. Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.
- 3.5.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items



that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

**3.6. Force Majeure.** No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure Event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure Event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure Event where the required services has been performed in accordance with this Contract. A **"Force Majeure Event"** shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

**3.7. Suspension of Services.** Despite any provisions to the contrary in the Contract Documents, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Contract Term upon written notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption ("**Suspension Period**"). Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this Section or the Suspension Period; and (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period.

**4. PAYMENT AND PAYMENT SCHEDULE.** As full consideration and compensation for Contractor's performance of the services required by this Contract, District shall pay Contractor in accordance with this Article.

**4.1. Amount of Compensation to Contractor.** District shall pay Contractor in accordance with the Bus Route Schedule, the Rate Schedule, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Contract Term. Time spent for transportation services under this Contract shall be calculated based on the amounts stated in Contractor's Proposal Form and as awarded by District, and in accordance with the following Subsections. Contractor agrees that the rates to be paid by District shall not exceed the rate(s) paid by other public agencies within Marin County, California and if lower rates are extended to other public agencies, those same rates shall be offered to District.

**4.1.1. Bus Routes.** District shall pay Contractor the Daily Bus Route Rate applicable

to that Bus Route for each school day that Contractor actually performs transportation services on that Bus Route.

4.1.2. Special Trips. Time spent for transportation services for *each* Special Trip shall be calculated as follows: (1) for picking up students, the total time commencing the time a vehicle departs from the first pick-up stop of students and continuing until the time the vehicle arrives at the destination specified by District; and (2) the total time commencing at the time a vehicle departs from the specified destination and continuing until the time the vehicle arrives at the last drop-off stop of students (**collectively “Special Trip Time”**). For purposes of calculation under this **Special Trips** Section, time shall be computed to the nearest quarter hour (15 minutes). To the extent possible before the start of a Special Trip, the Parties shall agree upon the terms and conditions for the Special Trip, which agreement shall include, at a minimum, a description of the Special Trip, the estimated time of travel involved, and the total cost of the Special Trip computed based on the Special Trip Rates stated in Contractor’s Proposal Form.

4.1.3. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after a Bus Route or Special Trip and any such time shall not be included in the Daily Bus Route Time or Special Trip Time.

**4.2. Invoice Required of Contractor.** Contractor shall submit to District, each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Bus Route or Special Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five business days of Contractor’s receipt of District’s notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District.

**4.3. Payment Schedule and Payment to Contractor.** District shall pay Contractor the amount due under an invoice within 30 days of District’s receipt and approval of an invoice. Contractor’s acceptance of final payment under this Contract shall constitute and operate as a release of all claims and liability by Contractor against District for any additional compensation or payment relating to any and all labor, services, equipment, supplies, and materials provided or performed under this Contract. However, District’s final payment shall in no way relieve Contractor of Contractor’s obligations under this Contract or for deficient work discovered after final payment.

**4.4. Rate Adjustments.** The prices set forth in the Proposal Form which the District shall pay the Contractor may be adjusted on July 1 of each contract year at least one year

after the date of this Agreement pursuant to the following method of rate adjustment, provided the Contractor submits to the District in writing their request for rate adjustment no later than June 1, of that contract year.

4.4.1. Any rate adjustment shall be indexed to the United States Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, CA Metropolitan Area issued in March of each year covered by the term of this Agreement for the preceding annual period.

4.4.2. Notwithstanding any other provision to the contrary, any upward or downward rate adjustment shall not exceed three percent (3%).

#### **4.5. Failure to Perform Required Services.**

4.5.1. Reduction of Fees. Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents shall subject Contractor to withholding of payment for those services.

4.5.1.1. **Missed Entire Bus Route.** If Contractor fails or refuses to perform services for an entire Bus Route, Contractor shall not charge, or shall credit if already paid, the District the daily route rate in Exhibit "B", for each day that such services are required except for delayed bus runs that are not caused by the Contractor (i.e. traffic accident, weather or other similar predicament), and for the purposes of assessing damages under this Section, when a vehicle is late by 30 minutes or more, Contractor will be considered to have missed either the entire Bus Route, or if applicable, will be considered to have missed the morning or afternoon portion of any such route.

4.5.1.2. **Missed Portion of Bus Route.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Bus Route or Contractor is late by more than 15 minutes on the Bus Route due to Contractor's fault, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Portion Bus Route Charge"). Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.1.3. **Missed Entire Special Trip.** If Contractor fails or refuses to perform services for an entire or any portion of a Special Trip, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE TIMES (1X) the total costs for the

Special Trip (“Missed Special Trip Charge”).

4.5.1.4. **Missed Portion of Special Trip.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Special Trip or Contractor is late by more than 15 minutes on the Special Trip due to Contractor’s fault, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE QUARTER TIMES (0.25X) the cost of the Special Trip (“Missed Portion Special Trip Charge”). Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.1.5. **Mitigation Incentive.** Notwithstanding the foregoing provisions, in the event that a delay is caused by an inoperable bus, the District will, no more than once a week, waive imposing a Missed Entire Bus Route Charge, Missed Portion Bus Route Charge, or Missed Special Trip Charge if Contractor, within five (5) minutes of the time that the inoperable vehicle is scheduled to arrive for pickup and drop-off, notifies the District of the delay by telephone at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, promises to provide an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup, and actually provides an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup.

4.5.1.6. **Missed Students.** If any student is not picked up and/or dropped off for a Bus Route or a Special Trip due to Contractor’s fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion Bus Route Charge** and a reduction of fees will be assessed accordingly.

The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District.

## 5. **INSURANCE.**

5.1. **Required Insurance.** Before the commencement of service, the vendor shall, at its expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the vendor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the minimum levels of coverage as outlined below:

- 5.1.1. Workers' Compensation Insurance, including Employers' Liability, with limits of not less than \$1,000,000, covering all of CONTRACTOR's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.
- 5.1.2. General Liability Insurance covering the occupied and utilized Facilities provided by the MCTD, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for Independent CONTRACTOR.
- 5.1.3. Automobile Liability Insurance covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
- 5.1.4. **MCTD Coverage.** The MCTD (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all MCTD-owned or leased assets and for all liability coverage.
- 5.1.5. **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the MCTD.
- 5.1.6. **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the MCTD; provided that such umbrella policy provides all of the coverages required under subsection A.
- 5.1.7. **Self-Insurance.** Self-insurance programs are subject to prior approval by the MCTD upon review of CONTRACTOR's financial capacity to provide such self-insurance. Any self-insurance program utilized by a CONTRACTOR must provide the MCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
- 5.1.8. **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the MCTD and shall in no way be construed as a limitation of CONTRACTOR's liabilities and obligations arising out of the performance of the Contract.
- 5.1.9. **Subcontractors.** CONTRACTOR shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as CONTRACTOR shall deem appropriate and adequate. CONTRACTOR shall obtain and make available for inspection by the MCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

- 5.1.10. **MCTD Approval.** All insurance required to be maintained or provided by CONTRACTOR and subcontractors shall be with companies and through policies approved by the MCTD. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The MCTD has the right to inspect in person, prior to commencement of the work, all of CONTRACTOR's insurance policies in regard to required insurance coverages.
- 5.1.11. **Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the MCTD in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.

## 5.2. Conditions Applicable to Required Insurance.

- 5.2.1. Insurer Rating. The insurance required above, if it is provided through insurer(s), shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least **A-VII** or higher. District, in its sole discretion, may waive this requirement.
- 5.2.2. Proof of Insurance and Notices. Contractor shall provide proof of the required insurance to District before commencing any services, including copies of all required endorsements required above. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to District no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon District's request, Contractor shall provide District with a certified copy, or other proof satisfactory to District, of any or all of the required insurance; and (3) Contractor shall provide District with proof of renewal of the required insurance, including all required endorsements, at least 15 days before the insurance expires.
- 5.2.3. Contractor's Insurance Primary. Contractor's insurance shall be endorsed to state that District's insurance coverage is in excess of Contractor's insurance coverage and will not contribute with Contractor's insurance with respect to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, arising out of, resulting from, or caused by the act or omission of Contractor and/or Contractor's governing body, officers, employees, or agents.
- 5.2.4. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by District before their application. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions for

insurance that Contractor is required to procure under this Contract.

5.2.5. Claims-Made Policies. If any of the above-required insurance is written on a claims-made basis, Contractor shall provide an extended reporting period (i.e., tail coverage) for the coverage and limits specified in this Section available for District commencing on the effective termination date of this Contract and extending for four years from the effective termination date of this Contract.

5.2.6. Procurement by District in Event of Contractor Failure. If Contractor fails to provide any of the insurance as required above, District may, but is not obligated to, procure and maintain such insurance. If District elects to procure any of the above-required insurance, District shall provide Contractor with written notice of this election at least 10 business days before District procures the insurance. After providing Contractor with the 10-business day notice and if District procures any of the above-required insurance pursuant to this Subsection, Contractor shall be responsible for the full cost of such insurance and shall reimburse such cost to District no later than 10 business days from the date of the invoice from District. If Contractor fails or refuses to do so, District may deduct the amount incurred to procure the insurance from any payment due to Contractor under this Contract.

## 6. **INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.**

6.1. **Indemnity Obligations.** Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs (**collectively "Loss"**) that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents (**collectively "District Personnel"**) from and against any Loss related to this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

6.2. **No Limitation by Insurance and Survival.** Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and

liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this Contract.

**7. DISPUTE RESOLUTION.**

- 7.1. Meet and Confer.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Contract, including the alleged breach, interpretation, or application of this Contract.
- 7.2. Mediation.** If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.
- 7.3. Handling of Matters during Dispute.** During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this Contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this Article.

**8. ADDITIONAL PROVISIONS.**

- 8.1. Entire Agreement and Amendment.** This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.
- 8.2. Applicable Law, Venue, and Interpretation.** This Contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Contract shall be resolved or adjudicated in the appropriate state or federal court for Marin County, California, provided that nothing in this Contract constitutes a waiver of immunity to suit by District.
- 8.3. Execution by Facsimile or in Counterparts.** The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.



- 8.4. Independent Contractor.** Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.
- 8.5. Non-Discrimination.** Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.
- 8.6. Notices.** Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.
- 8.7. Assignment and Transfer.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Contract, including by operation of law or change of control or merger, without District's prior written consent.
- 8.8. Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this Contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.
- 8.9. Severability.** If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Contract.

- 8.10. Provisions Required by Law Deemed Inserted.** Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein.
  
- 8.11. Advertising.** A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.
  
- 8.12. Binding Effect and Third Party Benefits.** This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Contract). Nothing in this Contract creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.
  
- 8.13. Cumulative Rights and Remedies.** Unless specifically provided in this Contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Contract, or now or hereafter existing at law or in equity.
  
- 8.14. Headings.** The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this Contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this Contract.
  
- 8.15. Piggyback Clause.** For the term of the Contract, and any mutually agreed extension(s) pursuant to this request forbid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives it right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

Indicate selection (both parties must initial):

Piggyback Provision is granted: \_\_\_\_\_  
 Piggyback Provision is granted for the following areas: \_\_\_\_\_  
 Piggyback Provision is not granted: \_\_\_\_\_

Accepted and agreed on the date indicated below:

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_ **School District**

\_\_\_\_\_, **Inc.**

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

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

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

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

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

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

**EXHIBIT "A" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SERVICES**

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CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:

**EXHIBIT "B" " TO PUPIL TRANSPORTATION SERVICES AGREEMENT – RATE SCHEDULE**

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CONTRACTOR WILL PROVIDE THE SERVICES BASED UPON THE FOLLOWING RATE SCHEDULE, AS MORE PRECISELY DESCRIBED IN EXHIBIT "A":

**EXHIBIT "C" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – DRUG-FREE WORKPLACE  
CERTIFICATION**

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CONTRACT NO.: \_\_\_\_\_ between the \_\_\_\_\_ School District (the "District") \_\_\_\_\_ (the "Contractor" or the "Proposer") (the "Contract").

The District is not a "state agency" as defined in Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor 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 above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Contractor agrees 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.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

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

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

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

Title:

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**EXHIBIT "D" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – CRIMINAL BACKGROUND  
INVESTIGATION/FINGERPRINTING CERTIFICATION**

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PROJECT/CONTRACT NO.: \_\_\_\_\_ between the \_\_\_\_\_  
School District ("District") and \_\_\_\_\_ ("Contractor" or  
"Proposer") for pupil transportation services ("Contract").

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

The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

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

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

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

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

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

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



**EXHIBIT "E" TO PUPIL TRANSPORTATION SERVICES AGREEMENT - WORKERS' COMPENSATION  
CERTIFICATION**

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CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_ District (the "District") and \_\_\_\_\_ (the "Contractor" or the "Proposer") (the "Contract").

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, 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 its employees.

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 the Work of this Contract.

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

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

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

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

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

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**EXHIBIT “F” TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SUPPLEMENTAL TERMS AND  
CONDITIONS**

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[SUBJECT TO REVISION BASED ON DISTRICT’S NEEDS]

**a) Daily Bus Service Time**

i) The Contractor’s pricing will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The District will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time**. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the District. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.

(1) Vehicle operating time expended transiting from the Contractor’s assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.

(2) Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor’s assigned vehicle parking location in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.

(3) Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

(4) Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.

- (5) Daily Bus Service Time is calculated in accordance with scheduled route data as determined by the District and operated by the Contractor following all of the requirements of this Agreement.
- (6) Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
- (7) Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
- (8) Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the District and adjustment to the scheduled route data. The Contractor must report recurring variances to the District immediately on their identification notwithstanding any other reporting requirements of this Agreement.

**b) Route Packages**

- i) The Daily Bus Service Time will be comprised of a package of routing components as determined by the District. Route components may include any combination of regular or special needs students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.
- ii) Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.
- iii) Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
- iv) Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.
- v) The District will schedule some routing components on a recurring, but not on a daily basis. The District will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.
- vi) Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an

additional supplemental service for compensation purposes.

vii) Morning and afternoon route packages will be paired as efficiently as possible by the District, with the morning and afternoon schools and programs served being the same, to the extent feasible.

viii) The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.