



TEMPLE CITY UNIFIED SCHOOL DISTRICT

**9700 Las Tunas Drive
Temple City, CA 91780
(626) 548-5111 Phone
(626) 548-5195 Fax**

THIS RFP PACKAGE IS FOR:

**EXTRA-CURRICULAR AND ATHLETIC
TRANSPORTATION SERVICES**

BID NO. 21/22-001P

TEMPLE CITY UNIFIED SCHOOL DISTRICT

9700 Las Tunas Drive
Temple City, CA 91780

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Temple City Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 12:00 noon on Wednesday, August 18, 2021, bids for the award of a contract for BID NO. 21/22-001P Extra Curricular and Athletic Transportation Services. Electronic bids will be deemed non-responsive and rejected.

All bids shall be made and presented on bid forms furnished by the District. Bids shall be received in the Purchasing Office, 5212 Encinita Ave., Temple City, CA 91780 by Wednesday, August 18, 2021 at 12:00 noon. The bids shall be opened and permitting health guidelines, it will be publicly read aloud in the Board Room at the Temple City Unified School District, 9700 Las Tunas Drive, Temple City, CA 91780 on Wednesday, August 18, 2021 at 1:00 p.m. Each bid must be sealed and marked BID NO. 21/22-001P Extra Curricular and Athletic Transportation Services. Bid packets will be available on the Temple City Unified School District website: <https://www.tcusd.net/departments/purchasing/notice-to-bidders>

Each bid must conform with and be responsive to the contract documents. Bids received after Wednesday, August 18, 2021 at 12:00 noon, will be returned to bidder unopened.

The Board of Education reserves the right to reject any or all bids or any portion thereof, and to waive any irregularities or informalities as deemed to be in the best interest of the students of Temple City Unified School District.

No bidder may withdraw the bid for a period of sixty (60) days after the date set for the opening bids.

Diana Vasquez
Director of Purchasing
Temple City Unified School District
Los Angeles County, California

INDEX OF CONTRACT DOCUMENTS

For

EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES

BID NO. 21/22-001P

	<u>Page Numbers</u>
1. Legal Notice	1-2
2. Index	3
3. Information to Bidders (<i>return w/bid</i>)	4-9
4. Bid Form (Schedule A & Schedule B) (<i>return w/bid</i>)	10-13
5. Non-Collusive Bid Certificate (<i>return w/bid</i>)	14
6. Information Required of Bidder (<i>return w/bid</i>)	15
7. Bid Specification & Requirements (<i>return w/bid</i>)	16 - 21
8. Vendor Inquiry (<i>return w/bid</i>)	22
9. Sample Agreement	23 - 27
10. Temple City Unified School District Addresses	28
11. District Map	29

TEMPLE CITY UNIFIED SCHOOL DISTRICT
EXTRA CURRICULAR AND ATHLETIC
TRANSPORTATION SERVICES

BID NO. 21/22-001P

I. INFORMATION TO BIDDERS

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

DISTRICT is used in these documents to mean the Governing Board of the Temple City Unified School District and the area under the Board jurisdiction.

A. PREPARATION OF BID FORMS.

The DISTRICT invites sealed bids on the form attached to be submitted at the time and place stated in the “Notice to Bidders,” invitation for bids. Bid packet may be downloaded from: <https://www.tcusd.net/departments/purchasing/notice-to-bidders>

(click on “Departments”, then “Business Services”, and then “Purchasing”). Bids shall be submitted on the prescribed Bid Forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. **Prices, wording and notations must be in ink or typewritten.** Erasures or other changes shall be noted over by the signature of the Bidder.

B. FORM AND DELIVERY OF BIDS.

The Bid shall be made on the **Bid Form provided**, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department, mailing address:

Temple City Unified School District
Attn: Purchasing Department
5212 Encinita Ave.
Temple City, CA 91780

On or before **August 18, 2021 at 12:00 noon** sealed bids must be marked “**BID NO. 21/22-001P**” on the bottom of the envelope. The Bidder’s name shall also appear on the outside of the envelope.

1. It is the Bidder’s sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing

time for receipt of bids, shall be returned to the Bidder unopened. Sealed bids shall be opened and publicly read aloud at the above stated time at the District Office.

2. All Bids must be submitted to the Purchasing Department. Please be advised, that if a Bid is received in a Department other than the Purchasing Department, 5212 Encinita Ave., Temple City, CA 91780, it is not the responsibility of that Department to make sure that the Bid is received in the District Office before the Bid Opening time.

C. **SIGNATURE.**

The bid must be signed in the name of the bidder and bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

D. **MODIFICATIONS.**

Changes in or additions to the Bid Forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the contract documents may result in the DISTRICT'S rejection of the bid as not being responsive to the invitation for bids.

E. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS.**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by signatures of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the invitation for bids. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

F. **PRE- BID QUESTIONS**

Any bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for clarification via email to: purchasing@tcusd.net. All questions and answers will be posted daily until August 17, 2021 at 1:00 p.m. at <https://www.tcusd.net/departments/purchasing/notice-to-bidders>

G. **WITHDRAWAL OF BIDS.**

Any bidder may withdraw their bid either personally by written request possessing proper identification, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids.

H. **AGREEMENTS.**

The Agreement form with the successful bidder will be required to execute, and the forms which the bidder will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder.

I. **INTERPRETATION OF DOCUMENTS.**

If any prospective Bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the specifications, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The Bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by the DISTRICT, and a copy of such addendum will be to each prospective Bidder receiving a set of bid documents. No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on the DISTRICT.

1. Bidders are advised that the DISTRICT reserves the right to amend the requirements of the invitation for bid prior to the date set for opening of bids. Such revisions will be made only by addendum duly issued by the DISTRICT to all Bidders known to have received a copy of the Bid. If in the judgment of the DISTRICT the change is of such nature that additional time is required for Bidders to prepare their bids, the DISTRICT will change the date of the bid opening and notify all Bidders in writing of the new date.
2. Bidders will be required to submit any addendums issued with the Bid Form, acknowledged with the bidder's signature.

J. **AWARD OF CONTRACT.**

The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be to the lowest responsible bidder thereof. ***The contract may be awarded to multiple vendors:***

1. It is the intention of the DISTRICT to award a contract as determined to be in the best interest of the DISTRICT. The right is reserved to reject any or all bids, to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specification.
2. The DISTRICT does not guarantee that all items shown on this bid will be awarded. The right is reserved to request additional services not listed on bid form at negotiated prices, during the period that this bid is in force.

K. **PRICING.**

Prices must be stated for the unit items specified hereon. Bid on each item separately. Award may be made on the basis of total price as well as other factors previously noted.

1. During the period of services under a contract resulting from this bid, if the price of the services decreases, the DISTRICT shall receive a corresponding decrease in prices. At no time during the first year of contract shall the prices charged to the DISTRICT exceed the prices under which the bid was awarded.

L. **NO BID.**

Any item not included in the bid price is to be noted on the Bid Form and Agreement as “*No Bid.*”

M. **DEVIATION FROM SPECIFICATIONS.**

Each deviation from the referenced brand(s) or from the specification must be stated in a letter, attached to Bidder’s proposal. Submit complete illustrative and technical data on items bid on. Failure to do so may nullify bid.

N. **ALTERNATES.**

If alternate bids are called for, the contract may be awarded at the election of the governing Board to the lowest responsible Bidder on the Schedule, or on the Schedule and any alternate or combination of alternates.

O. **COMPETENCY OF BIDDER.**

In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the Performance of the work covered by the bid. By submitting a bid, each Bidder agrees that the DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider the Bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the Bidder’s performance of the work. To this end, each bid shall be supported by a statement of the Bidder’s experience as of recent date on the form entitled “Vendor’s Inquiry” found herein.

P. **BID VALIDITY.**

Bids are to be valid and in force for 60 days after bid opening.

Q. **PUBLIC INFORMATION.**

All materials received by the DISTRICT in response to this “Request for Proposal” shall be made available to the public. If any part of a Bidder’s materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.

R. **BID COSTS.**

The DISTRICT will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this bid.

S. **RENEWAL OPTION.**

The term of this base contract is September 9, 2021 through June 30, 2022 with the possibility of four (4) one-year options to extend, not to exceed a total of five (5) years.

T. **FORFEITURE FOR FAILURE TO EXECUTE CONTRACT.**

In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the DISTRICT may award the work to the next lowest bidder, or may call for new bids

U. **NON-CONFORMANCE.**

When any Bidder shall deliver any article which does not conform to the specifications or when deliveries are unduly delayed, the DISTRICT may, at its option, annul and set aside the contract entered into with said Bidder, either in whole or in part, and make and enter into a new contract in accordance with the law for furnishing such article or articles so agreed to be furnished. Any additional cost or expense incurred by reason of the failure of the Bidder, as above stated, shall be paid by the original Bidder and his sureties, if any.

V. **SIGNATURE.**

The Bid Form, all bonds (if applicable), the Bidder's Certificate, the Agreement and all Guarantees must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorize to sign the bid.

1. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.
2. In the event the Bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the successful Bidder, who shall act in all matters relative to the contract resulting therefrom for the joint venture or partnership.
3. If the Bidder is an individual his/her signature shall be placed on such documents.

W. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS.

At its own expense and prior to submitting its bid, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the bid, and determine the character, qualities and quantities specified. The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

X. STATUS OF BIDDER.

Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any Bidder's agents or employees. Bidder assumes exclusively to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

BID FORM

Extra Curricular and Athletic Transportation Services

BID NO. 21/22-001P

**TEMPLE CITY UNIFIED SCHOOL DISTRICT
9700 Las Tunas Drive
Temple City, CA 91780**

The undersigned hereby proposes and agrees to furnish Extra Curricular and Athletic Transportation Services in accordance with any and all conditions and specifications as set forth in the documents prepared by the above District, and which are entitled NOTICE TO BIDDERS, BID FORM, BID CONDITIONS, the CONTRACT attached, and with any other related Contract Documents therein defined, at the rates hereinafter detailed.

The programs outlined in Schedules "A" and "B" below are for evaluation purposes only and do not necessarily represent the routing, scheduling or equipment requirements of the District.

BID SUMMARY

This is the Bid of _____(Bidder)

BID FORM (Continue)

Fill in rates for all passenger buses. Proposed rates are to include ALL operating costs, including but not limited to: gasoline (fuel), driver wages, overhead, School Pupil Activity Bus fee, shuttle fee, facilities, maintenance, staffing, training, equipment, insurance, software, and any other costs necessary to provide bus transportation services.

Bidders must submit pricing for a bus from pickup to destination, not yard to yard.

Schedule "A": Provides transportation, including field trips, athletic events or any other school-sponsored trip. Trips scheduled between 8:45 a.m. and 2:00 p.m. or off-peak times, when the majority of children are already at school.

Bus Capacity	Flat Rate Up to 2 hours	Flat Rate 2-5 hours	Hourly Rate After 5 hours	Hourly Rate for exceeding original trip plan
14 passenger van				
16-24 shuttle bus				
52-78 school bus				
56-84 school bus				
60-90 school bus				

Fill in rates for all passenger buses. Proposed rates are to include ALL operating costs, including but not limited to: gasoline (fuel), driver wages, overhead, School Pupil Activity Bus fee, shuttle fee, facilities, maintenance, staffing, training, equipment, insurance, software, and any other costs necessary to provide bus transportation services.

Bidders must submit pricing for a bus from pickup to destination, not yard to yard.

Schedule "B": Provides transportation, including field trips, athletic events or any other school-sponsored trip. Trips scheduled at or close to 7:00 a.m. and at or close to 3:00 p.m. requiring a bus during morning or afternoon runs or peak times, when children are starting and ending school.

Bus Capacity	Flat Rate Up to 2 hours	Flat Rate 2-5 hours	Hourly Rate After 5 hours	Hourly Rate for exceeding original trip plan
14 passenger van				
16-24 shuttle bus				
52-78 school bus				
56-84 school bus				
60-90 school bus				

Bidder qualification:

The undersigned bidder has been engaged as a public school bus Contractor in the State of California for two (2) years. During the two years immediately preceding the date of this bid contracts have been entered into with the following Districts:

(Name of District): _____

Contractor

By: _____

(Title)

Dated: _____

Proper Name of Bidder

By

Signature of Bidder

TEMPLE CITY UNIFIED SCHOOL DISTRICT

**EXTRA CURRICULAR AND ATHLETIC
TRANSPORTATION SERVICES**

BID NO. 21/22-001P

NON-COLLUSIVE BID CERTIFICATE

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

I certify (or declare) under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

(Signature of Officer)

(Typed/Printed name of Officer)

(Officer Title)

Date

TEMPLE CITY UNIFIED SCHOOL DISTRICT

EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES

BID NO. 21/22-001P

INFORMATION REQUIRED OF BIDDER

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Note: If bidder is a ***Corporation***, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if the bidder is a ***Partnership***, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the bidder is an ***Individual***, his signature shall be placed above.

Street Address: _____

City and State: _____
(City) (State) (Zip Code)

Phone Number: (____) _____

TEMPLE CITY UNIFIED SCHOOL DISTRICT
EXTRA CURRICULAR AND ATHLETIC
TRANSPORTATION SERVICES

BID NO. 21/22-001P

BID SPECIFICATIONS & REQUIREMENTS

1. The CONTRACTOR shall furnish, operate and maintain California (certified) school buses for the transportation of students and other persons on (Extra-curricular, sports, or other trips) as may be specified by the DISTRICT. Such transportation may be either within or outside of the DISTRICT boundaries, and on any day(s) or time(s) as designated by the DISTRICT, during the term of the contract. Transportation may be required to a mountainous region.
2. The term of the contract is from ***September 9, 2021 through June 30, 2022***, with the possibility of four (4) one-year options to extend, not to exceed five (5) years.
3. ***The contract may be awarded to multiple vendors.***
4. The CONTRACTOR shall immediately report to the DISTRICT all accidents involving the CONTRACTOR'S equipment or personnel while transporting DISTRICT personnel and/or students. The DISTRICT shall investigate any and all accidents by the CONTRACTOR while executing any part of this contract (This does not relieve the CONTRACTOR of any reporting procedure as required by law). An accident report shall be immediately forwarded to the DISTRICT for any accident involving DISTRICT personnel, students or any other persons.
5. All drivers while performing any trip for the DISTRICT shall possess and maintain a valid Commercial Driver License (CDL), Class A or B, (with a P-passenger endorsement), a valid California School Bus Driver with "S" endorsement, or SPAB certificate (of the appropriate class of vehicle), a valid Medical Certificate (DL-51), a valid First Aid certificate, a valid CPR card and shall adhere to any and all restrictions placed thereon such certificates and licenses as required by current applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health, wear CONTRACTOR provided identification, either ID badge or CONTRACTOR uniform and be of the highest moral character. The DISTRICT shall have the right to reject any driver, vehicle or CONTRACTOR personnel and shall notify the CONTRACTOR in writing.
6. The CONTRACTOR shall certify to the DISTRICT that they meet all requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to, Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure of the Federal or State Governments. District may request copies of reports at any time. ***CONTRACTOR must supply most recent terminal inspection with bid documents.***

7. The CONTRACTOR shall notify the DISTRICT of their current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT of any change in that rating within one working day of that change.
8. The CONTRACTOR shall certify to the DISTRICT that they have a current drug and alcohol policy as required by current Federal Law. ***CONTRACTOR shall furnish a copy of current policy with bid documents.***
9. The CONTRACTOR shall also certify to the DISTRICT that their substance abuse program meets or exceeds all current Federal and State requirements for commercial drivers.
10. The CONTRACTOR shall grant to the DISTRICT the right to inspect terminals, all vehicle maintenance records, all driver records, all driver training records, and all accident reports that the CONTRACTOR is required by law, rule, or regulation to maintain during normal business hours and provided that these inspections do not interfere with inspections or investigations being conducted by authorized public agencies.
11. The CONTRACTOR shall not be responsible for loss or damage to personal items carried by passengers, but shall have a liability not to exceed two-hundred and fifty dollars (\$250.00) per person fee for loss of luggage stowed in baggage compartment.
12. The DISTRICT shall reimburse the CONTRACTOR for all tolls, parking and other fees (excluding fines) in conjunction with DISTRICT trips.
13. The DISTRICT shall not be charged over hours for any delays due to CONTRACTOR equipment mechanical failures or driver performance. For any over hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) the CONTRACTOR will submit a proposal with equitable cost sharing benefits.
14. CONTRACTOR will be assessed a cancellation charge of two-hundred and fifty dollars (\$250.00) per bus when CONTRACTOR cancels within eight (8) hours of scheduled pick-up time. CONTRACTOR may be assessed **\$250** charges for failure to provide any service as described: late arrival to pick-up in excess of fifteen (15) minutes, mechanical breakdown, dirty bus, equipment not provided as requested, failure to notify DISTRICT of late or delayed trip, failure to provide any report as required, lost driver, improperly licensed or trained driver, driver error, failure of CONTRACTOR or driver to adhere to DISTRICT policy or procedure, inability of CONTRACTOR to establish and maintain contact with driver, failure of CONTRACTOR to submit reports, invoices or other requested documents, use of any driver rejected by the DISTRICT, failure of CONTRACTOR or its drivers to attend any required meeting as requested, failure to submit vehicle or driver inspection as requested by the DISTRICT. Assessed charges will be one-hundred dollars (\$100.00) per occurrence but not to exceed three-hundred dollars (\$300.00).

15. **AUTHORIZED REPRESENTATIVE** – Representative shall be designated at the DISTRICT Superintendent and/or their designee. Designee shall include all DISTRICT officers and personnel as required to ensure compliance with this contract.
16. **CONTRACTOR** – Includes all officers and employees of the CONTRACTOR plus any agent, person, firm, corporation or other entity rendering any services under this Agreement on behalf of the CONTRACTOR.
17. The CONTRACTOR shall, at all times and location specified by the DISTRICT, furnish vehicle, drivers and attendants, administrative and support staff, special equipment as specified, facilities and other equipment and supplies as required to provide safe, reliable and efficient pupil EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES to the DISTRICT.
18. **ADMINISTRATION AND REPORTING** – The CONTRACTOR shall administer services in accordance with the provisions of this Agreement, shall maintain records and shall provide the DISTRICT and/or its designee with such reports as requested to enable the DISTRICT to monitor and evaluate the performance of services pursuant to this contract. Any other additional information necessary will be supplied to the DISTRICT upon request.
19. The CONTRACTOR shall provide any additional follow-up information concerning an accident/incident as may be requested by the DISTRICT or its broker or designee.
20. CONTRACTOR shall assure that all personnel maintain and keep confidential any and all information received by the DISTRICT from CONTRACTOR regarding CONTRACT drivers and/or personnel and utilize such information provided only as necessary to provide safe and effective pupil EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES.
21. The CONTRACTOR and its officer shall cooperate and assist the DISTRICT and its officers in planning for the transportation needs of its student, staff and others (as designated by the DISTRICT), for services provided under this contract.
22. While the CONTRACTOR may be the primary contact for the school(s) and the community concerning service provision or quality, the CONTRACTOR personnel shall also be available for contacts with the DISTRICT and/or its designee(s) as necessary for the safe and efficient provision of services and the resolution of problems.
23. In the event of mechanical breakdown or driver related problems, CONTRACTOR agrees to immediately remedy the situation by replacing such vehicle or driver upon DISTRICT request. Failure to supply replacement vehicle(s) or driver(s) as requested by the DISTRICT may result in assessed charges by the DISTRICT.
24. If, during the period of this Agreement, any modification or installation of equipment is required, due to a change in the Federal, State, Statutory or Local Law and Regulations promulgated pursuant thereof, any such modification and/or installation shall be made by the CONTRACTOR as required. Costs of such modification or installation shall be borne by the CONTRACTOR.

25. Seat belts, infant seats, booster seats or other restraint devices, as required by law (Cal. Veh. Code § 27316), shall be required in all vehicles provided and maintained by the CONTRACTOR, for any and all passengers as designated, required or requested and drivers shall be properly trained in attachments, devices or other requirements as required by Statutory Law or Regulation.
26. CONTRACTOR vehicles shall be clean and maintained by the CONTRACTOR, have a good exterior and interior appearance during the term of the contract.
27. CONTRACTORS' driver shall be familiar with the service area and have a working timepiece of vehicle clock while driving a DISTRICT trip.
28. CONTRACTOR is to map out route **PRIOR** to initiating trip. Cell phone use for mapping purposes will NOT be tolerated.
29. Cell phone use while operating the bus is illegal and will not be tolerated under any circumstance.
30. CONTRACTOR drivers and attendants shall be courteous and interact with students, school personnel, parents, and DISTRICT staff in a courteous and professional manner. CONTRACTOR recognizes that personnel who have contact with students, parents and DISTRICT staff must be of stable personality and high moral character for the safety and protection of the students. CONTRACTOR shall not allow any person to drive or attend a vehicle who is not in a condition of mental and emotional stability.
31. CONTRACTOR shall participate in the Department of Motor Vehicle (DMV) pull notice program and adhere to DISTRICT requirements, for all drivers assigned to perform services under this contract.
32. The Temple City Unified School District maintains a "smoke-free" environment, and does not permit the use of any tobacco containing element on or around the DISTRICT property, CONTRACTORS' vehicles, while operating any DISTRICT trip, shall adhere to this policy.
33. The CONTRACTOR shall maintain personnel, as required, for effective management, supervision and operation of the EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES provided to the DISTRICT under this Agreement. This shall include the availability of personnel to receive and place telephone calls, to monitor/dispatch the service during the hours of operating trips for the DISTRICT and to respond to emergencies within a reasonable amount of time. In addition to such management and supervisory personnel as may be required to perform services, the CONTRACTOR shall assure that one person shall be available during all operating hours for the purpose of monitoring service delivery and with the authority to act on behalf of the CONTRACTOR.
34. CONTRACTOR pick-up and return points shall be designated by the DISTRICT. Time charges shall commence and terminate at those points.

35. CONTRACTOR invoice shall be submitted directly to the DISTRICT Accounting Department, at the middle and end of the month for the service provided that month. The invoice shall contain the date(s) of the trip, driver's name, fleet bus number, the pick-up and return points, the capacity of the bus(es) used, the time of pick-up and return, the purchase order number, and the trip mileage.
36. ***The BIDDER shall provide a Fleet Roster of proposed vehicles, listing make, model, seating capacity, year of manufacture and fleet ID, with bid documents.***
37. The CONTRACTOR agrees to be available for monthly meetings at the DISTRICT to review CONTRACTOR performance.
38. The DISTRICT may have a requirement for wheelchair access buses for Extra Curricular and Athletic trips. ***No specifics are listed on the Bid Form therefore; the BIDDER shall identify their accessible buses on the Fleet Roster.***
39. The DISTRICT will have a requirement for cargo space or under storage for athletic equipment, musical instruments, student lunches, etc.
40. The CONTRACTOR shall maintain General Liability, Automobile Liability, Bodily Injury and Property Damage, and Workers Compensation Insurance for ***not less than five million dollars (\$5,000,000.00)***, naming the DISTRICT, its elected or appointed officers, officials, employees, and volunteers as an additional insured. Certificates of such insurance and insurance endorsement shall be filed with the DISTRICT and shall remain active throughout the duration of the agreement.
41. Bus hours for all categories above shall be computed from the DISTRICT specified pick-up and delivery points.
42. Cancellation fee of \$100.00 to be charged to the DISTRICT for buses cancelled by the DISTRICT within twenty-four (24) hours prior to the scheduled trip time. It is understood that no cancellation fee will be charged to district if cancellation notice is given to carrier prior to 24 hours from trip.

CONTRACTORS proposal for over hour charges due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.), the CONTRACTOR will submit a proposal with equitable cost sharing benefits: _____

43. Cost Increase in Option Years of Contract.
DISTRICT will allow the CONTRACTOR to increase prices for the option years, in accordance with the following procedure:
- a. The District shall grant, upon CONTRACTOR'S request, effective July 1st of each year (but at no other times), an automatic annual rate adjustment to reflect inflation increase. The rate adjustment will be measured on ***April 30th*** of each year in the Consumer Price Index (all items) for all urban consumers within the

Los Angeles, Orange and San Bernardino Metropolitan areas. No further CPI increase will be allowed even if the CONTRACTOR believes the inflation is higher in the industry.

- b. The CONTRACTOR, when requesting an annual increase will provide the DISTRICT with the CPI formula information. CONTRACTOR annual rate adjustments shall be submitted to the DISTRICT, District Office by **May 30th** for each option year extension.

44. The CONTRACTOR agrees:

- a. to notify the DISTRICT of the CONTRACTOR’S current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT within one (**I**) day of any change in that rating; and,
- b. to grant the DISTRICT the right to inspect all terminals, vehicle maintenance records, all driver training and performance records, and all accidents

45. The CONTRACTOR certifies:

- a. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedure and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,
- b. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, test for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.

46. I, _____, the _____
(Print Name) (Title)
of the BIDDER, hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the BIDDER in connection with this bid and all the representations herein made are true and correct.

Signature

Date

Company Name

VENDOR INQUIRY

For

EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES

BID NO. 21/22-001P

List of References

Contractors are to list three (3) current references, which include comparable work that has been performed as specified in BID NO. 21/22-001P. The following information should contain persons or entities familiar with the Bidders work:

1. Name of Organization: _____
City: _____
Phone Number: _____
Contact Name: _____

2. Name of Organization: _____
City: _____
Phone Number: _____
Contact Name: _____

3. Name of Organization: _____
City: _____
Phone Number: _____
Contact Name: _____

**TEMPLE CITY UNIFIED SCHOOL DISTRICT
EXTRA CURRICULAR AND ATHLETIC
TRANSPORTATION SERVICES
BID NO. 21/22-001P**

**AGREEMENT
(S A M P L E)**

THIS AGREEMENT, made the _____ day of _____ 2021, in the County of Los Angeles, State of California, by and between Temple City Unified School District, hereinafter called the DISTRICT, and _____ hereinafter called the CONTRACTOR,

WITNESSETH that the DISTRICT and the CONTRACTOR for the considerations stated herein agree as follows:

1. **Scope of Contract:** The CONTRACTOR shall furnish, operate, and maintain _____ or more school buses for the transportation of pupils and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be on any day or days during the term of the Agreement and is supplied on an “as-needed, as available” basis.
2. **Term of Agreement.** The term of the agreement shall be for the period beginning _____ and ending _____. It may be renewable thereafter, as provided by law.
3. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Agreement.
4. **Insurance.** The CONTRACTOR shall maintain insurance satisfactory to the DISTRICT and as set forth below during the term of the Agreement. Not less than fifteen (15) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage, automobile liability and for Workmen’s Compensation coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to the DISTRICT.

General Liability Insurance shall be maintained to protect the CONTRACTOR and, as an additional insured, the DISTRICT, its Governing Board, its Officer, its Agents, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Five Million Dollars (\$5,000,000.00).

Workmen’s Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

5. **Hold Harmless Agreement.** The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
- a. Any injury to person or property sustained by the CONTRACTOR or by any person, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under this Agreement; and
 - c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.
6. **Safety Program.** The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings at least ten (10) hours per year. In addition, Contractor agrees to abide by the COVID-19 safety protocols set forth as mandated by the Centers for Disease Control and the Los Angeles County of Public Health should in no way be altered or changed without prior written consent from the District:
- a. It is recommended that all students use hand sanitizer before boarding the bus (provided by District).
 - b. All passengers including the bus driver, students, teachers, coaches must wear a face mask at all times while on board the bus. The face mask or face covering must cover the nose, mouth, and chin.
 - c. All bus windows must remain open to ensure adequate air flow and ventilation throughout the bus as air quality and rider safety concerns allow.
 - d. Social Distance will be enforced. All passengers must remain 6' away from the driver seating diagonally across from each other. Maximum capacity is 20 passengers.
 - e. Contractor shall ensure that high touch areas are sanitized once per day.
7. **Assignments or Subcontracting.** The CONTRACTOR *shall not assign, transfer, or subcontract* any of its rights, burdens, duties, or obligations. Only affiliates of the parent company may be permitted to provide services with written consent from the District
8. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the DISTRICT.
9. **Force Majeure.** CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering

of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to the DISTRICT.

10. **Routing and Scheduling.** Prior to the start of any service under this Agreement, the DISTRICT and the CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of the DISTRICT. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. The DISTRICT may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the DISTRICT, and are not to be revised without its authorization.
11. **Contractor's Personnel.** All personnel assigned to perform under this Agreement shall be subject to continuous approval by the DISTRICT and by the CONTRACTOR.
12. **Record Keeping and Accident Reports.** The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the DISTRICT.

All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the DISTRICT, shall be reported to the DISTRICT.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the DISTRICT, as its option.

13. **Payments for Services.** On or about the 15th and 30th of the month, the CONTRACTOR shall submit invoices in the form and number required by the DISTRICT for all services provided for under this Agreement. DISTRICTS payment for such services will be made within thirty (30) days of receipt of the invoice for such services.
14. **Adjustment of Rates.** The rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change request shall be provided in writing, to the DISTRICT by **May 30th** of each year. On **July 1st** in each Agreement year, the rates will be adjusted upward by an amount equal to the rates in effect for the Agreement year ending on **June 30th** of each year, multiplied by the percentage increase, if any, in the Los Angeles / Riverside/ Orange County Consumer Price Index (CPI), all Urban Consumers, for the twelve (12) month period ending **April 30th** of that year. In no event will the adjusted rates be less than the rates for the immediately preceding year.

Notwithstanding anything else in this Agreement to the contrary, in the event any unusual circumstances, such as but not limited to, changes in Federal, State, Local, or other governmental body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the methods and/or costs of CONTRACTOR in connection with providing the services hereunder to increase at a rate in excess of the percentage change in the Los Angeles / Riverside / Orange County Consumer Price Index, all Urban Consumer (e.g., the Enactment of Mandatory National Health Insurance

for employees), then, in that event, upon written notice to the DISTRICT, the CONTRACTOR may request a renegotiation of this Agreement. Such renegotiation shall include, but not be limited to, the payment schedule, duration of the Agreement, level of service, etc. Any modifications to this Agreement resulting from such renegotiation shall become effective only as of the beginning of the next succeeding school year (beginning July 1st). In the event the CONTRACTOR and the DISTRICT are unable to reach a satisfactory agreement during said negotiations, the CONTRACTOR shall have the right to cancel this Agreement by written notice to the DISTRICT on or before said July 1st, whereupon this Agreement shall be null and void.

If, any time during the term of this Agreement, it is determined that a significant reduction/increase in service is to be instituted due to changes in the school start/end times (bell schedules), mandated reduction/increase in routes, or any other changes which significantly reduce or increase the existing service level(s), the CONTRACTOR and the DISTRICT will agree to negotiate an adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of ten percent (10%) or more in the number of routes being operated.

15. **Equipment Requirements.** All buses supplied under this Agreement shall be approved school buses / SPAB buses, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of the DISTRICT.

All buses of 66 or more pupil capacity shall be equipped with full air brakes of the largest sizes available for the particular chassis involved.

Regular preventive maintenance, as approved by the Bus Manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the DISTRICT so they may be substituted for regularly assigned buses, if needed, without delay.

16. **Notices.** Legal Notices shall be delivered to the parties of this Agreement by United States Mail at the address listed below:

DISTRICT:

Temple City Unified School District
9700 Las Tunas Drive
Temple City, CA 91780

CONTRACTOR:

IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this Agreement, the DISTRICT agrees to pay the CONTRACTOR the sum listed on Schedule A for pupil EXTRA CURRICULAR AND ATHLETIC TRANSPORTATION SERVICES rendered for:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:

CONTRACTOR:

Temple City Unified School District
9700 Las Tunas Drive
Temple City, CA 91780

By: _____

By: _____

Name: _____

Name: _____
(Type or Print Name)

Title: _____
Assistant Superintendent of Business Services

Title: _____
Authorized Officers or Agents

Temple City Unified School District Addresses

Cloverly Elementary School
5476 Cloverly Avenue
Temple City, CA 91780

District Office
9700 Las Tunas Drive
Temple City, CA 91780

Dr. Doug Sears Learning Center*
9501 Lemon Avenue (off Emperor Ave.)
Temple City, CA 91780

Emperor Elementary School
6415 Muscatel Avenue
San Gabriel, CA 91775

La Rosa Elementary School
9301 La Rosa Drive
Temple City, CA 91780

Longden Elementary School
9501 Wendon Street
Temple City, CA 91780

Oak Avenue Intermediate School
6623 Oak Avenue
Temple City, CA 91780

Temple City High School
9501 Lemon Avenue
Temple City, CA 91780

Extended Learning Program (ELP)
At La Rosa E.S. – Summer Program
La Rosa Elementary School
9501 La Rosa Drive
Temple City, CA 91780

*Please note the map does not reflect the most recent address for the Dr. Doug Sears Learning Center. The DDSLC has relocated to 9501 Lemon Avenue, Temple City, CA 91780. The best way to access the DDSLC is via Emperor Avenue.

Temple City Unified School District Map

