

Berkeley Unified School District

NOTICE FOR PROPOSALS SPECIAL EDUCATION NON-PUBLIC SCHOOLS PUPIL TRANSPORTATION SERVICES

NOTICE IS HEREBY GIVEN that the Berkeley Unified School District of Alameda County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **4:00pm (PDT) on (Friday, July 28, 2023)** sealed bid proposals for the award of a three-year contract for **RFP No. 24-0001** Special Education Non-Public Schools Pupil Transportation Services. The estimated cost for annual Non-Public Schools Pupil Transportation Service will include the Extended School Year as well.

All Proposals shall be made and presented on bid proposal forms furnished by the District. Proposals shall be received in the Purchasing Department at the Berkeley Unified School District, 2020 Bonar Street, Berkeley, CA 94702. Each proposal must be sealed and marked **RFP No. 24-0001** Special Education Non-Public Schools Pupil Transportation Services. Proposal packets will be available on the Berkeley Unified School District website: www.berkeleyschools.net.

All questions, requests for explanation or clarifications of any kind in regard to RFP shall be made in written form, submitting via e-mail to Daniel Blackmer, Purchasing Supervisor at danielblackmer@berkeley.net and Sheila Collier, Transportation Manager at sheilacollier@berkeley.net by **no later than 4:00pm (PDT), (Friday, July 14, 2023)**. A response will not be provided to any late questions or request for explanation or clarifications thereafter. All addenda and clarifications will be posted on the District website, www.berkeleyschools.net and provided by email to those Firm's that have registered with the District.

Each bid proposal must conform with and be responsive to the contract documents. Proposals received after the above stated time will be returned to proposer unopened.

Each bidder shall be required to submit with their proposal a bid security in the form of a certified or cashier's check, or a satisfactory bid bond in favor of the Berkeley Unified School District, executed by the proposer as principal and a satisfactory surety company as surety in the amount of Five Thousand Dollars (\$5,000.00). The certificate, check, or bid bond shall be given as a guarantee that the proposer will execute a Contract, if awarded, in accordance with the proposal documents.

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

No commitment will be made to select a Vendor solely on the basis of price. Selection will be made on a combination of factors, including: price; prior experience with the District and/or the references provided; proximity of the vendor to the District; the company size, experience, background and financial health; and company customer service and competence; as well as any other factors that the District deems appropriate and in the best interest of the District.

Daniel Blackmer, Purchasing Supervisor
Berkeley Unified School District
Alameda County, California
Date Published: (Friday, June 23, 2023)

**SPECIAL EDUCATION NON-PUBLIC SCHOOLS PUPIL TRANSPORTATION SERVICES
FOR THE BERKELEY UNIFIED SCHOOL DISTRICT**

INFORMATION FOR PROPOSERS

A. INTRODUCTION

The Governing Board of the Berkeley Unified School District is seeking proposals for Passenger Vehicle Special Education Non-Public Schools Pupil Transportation Services. These services include, but are not limited, to transportation to and from home for all bell schedules, including the transportation of ambulatory and non-ambulatory students with physical, mental or emotional disabilities. Transportation may also be needed for field trips or other destinations as required.

This solicitation for proposals is for Passenger Vehicle Special Education Non-Public Schools Pupil Transportation services only (not a daily school bus).

These Instructions to Proposers are expressly included in and made a part of the Contract for these services, in addition to any instructions or conditions stated elsewhere in the Proposal documents.

It is the responsibility of the proposer to check the District website at www.berkeleyschools.net for any additional information or addenda before submitting a response.

B. DEFINITIONS

Whenever the words and terms set forth in this paragraph appear in any of the Contract Documents, they shall have the following meaning:

1. "Proposal" as used herein consists of all of the following:
 - a. A completed Proposal Form.
 - b. A completed Proposer's Questionnaire.
 - c. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
 - d. A copy of the Contract.
 - e. Non-collusion Affidavit.
 - f. Criminal background investigation/fingerprinting certification.
 - g. Fees of Service (i.e. rate, mileage, fuel surcharges)
2. "Proposer" as used herein includes: A Proposer who submits a proposal, a Proposer to whom a contract is awarded, and a Proposer who has entered into a contract with the District.
3. "Board" shall mean the Board of Education of Berkeley Unified School District, Alameda County, State of California.
4. "Buyer" as used herein means Berkeley Unified School District.
5. "Contract" shall mean the complete contract which includes all of the contract documents.
6. "Contract Documents" as used herein includes the contract, any addenda or subsequent amendments thereto, and all of the Proposal Documents.
7. "Contractor" shall mean the Party entering into a contract with the District for furnishing items covered by the contract and his or her authorized agents or legal representatives.
8. "District" shall mean the Berkeley Unified School District, Los Angeles County, State of

California.

C. BACKGROUND, OBJECTIVES, AND SPECIFICATIONS

Berkeley Unified School District (“District”) is seeking proposals from established responsible firms with at least three (3) years’ experience in providing special education transportation services to students, including the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities. Proposers must possess and agree to furnish all labor, equipment, transportation, services, licenses and permits, and insurance coverage for the work described in the specifications listed in the attached Proposal Form at the prices specified therein.

Award of a contract, if made by the Board of Education, will be based upon total review and analysis of the factors as presented in these Proposal Documents and what is deemed to be in the best interest of the District. The District reserves the right to make an award without further discussion of the proposals received.

The District reserves the right to accept or to reject any or all proposals and any part thereof and to waive any and all irregularities in any Proposal if it is in the best interest of the District.

1. Award Criteria

In making the award, the District will take into consideration factors including, but not limited to, the following:

1. Proposer’s experience in special education passenger vehicle operations, to include the transportation of ambulatory and non-ambulatory special students with physical, mental or emotional disabilities – a minimum of three (3) years will be required.
2. Proposer’s financial responsibility and capability.
3. Proposer maintains TCP/TNC permit to transport minors during the entirety of the contractual agreement (if applicable), a “satisfactory” operational safety record – safety records at least equal to the state-wide average for passenger vehicle operators in California is required.
4. Proposer’s shall have in place a defensive driving training program attuned to federal standards.
5. Proposer’s driver training specific to different types of disabilities and behavioral issues.
6. Type, age and condition of passenger vehicles to be used in performance of the Contract, if possible with capability of electronic GPS system. The District anticipates the need for forty (40) regular vehicles, ten (10) regular vehicles will require car seats and one (2) vehicle with wheelchair stations.
7. Proposer’s proof of Drug Testing and participation in a full notice program.
8. Health and Safety (Tuberculosis Testing) required for all drivers coming in contact with students.
9. Assurance that the Proposer will be in effective operation by the starting date of the Contract.
10. Adequate insurance coverage as required by the Contract.
11. Employee driving history record within the last three (3) years; information provided by California Department of Motor Vehicles (H-6 Printout; annual driving record from DMV Employer Pull Notice Program)
12. Provide a minimum of three (3) current professional references for services rendered.

Without limitation to the District’s right to reject proposals, as set forth herein, if, at the time set for the award of the Proposal, the Board of Education has failed to appropriate or allocate funds for future periodic payments under the proposed contract, the Board of Education reserves the right to reject all proposals.

Award will be made in aggregate for all services required.

2. Evidence of Responsibility; Certifications, and Assurances

- a. Prior to award, the District may require submittal of certifications, documents and assurances from Proposer which will include, but not be limited to, the following:
- i. Evidence of responsibility in the following areas: the Proposer's financial resources, insurance coverage, business history, vehicle maintenance, special education pupil transportation experience including the transporting of ambulatory and non-ambulatory students and students with other disabilities, and ability to provide service.
 - ii. A letter of organization listing the firm's members, officers, and the persons authorized to sign legal documents. Should a change be contemplated in the name of the successful Proposer's legal entity, the Proposer shall first notify the Purchasing Supervisor in order that proper steps may be taken to have the change reflected in the Contract.
 - iii. Evidence prior to award that Proposer owns or has guaranteed delivery of equipment required under the Contract.
 - iv. Evidence of Proposer's intent and ability to comply with, the California Public Utilities Commission, California Department of Motor Vehicle Laws, Rules and Regulations, any Federal Minimum Standards governing passenger vehicle transportation of school pupils, and any other applicable laws and regulations during the term of the Contract.
 - v. A letter of commitment from Proposer's insurance provider(s) to provide the insurance coverage as specified in the Contract.
- b. Once the Contract has been awarded by the District, the Contractor, within fifteen (15) calendar days of written Notice of Award, shall provide proof of insurance, a valid California Public Utilities Commission TCN number for passenger carrying and endorsements and all contract documents, and provide them to the District. Contractor is not entitled to receive any payment from the District under the contract until the contractually required proof of insurance, valid TCN number and endorsements and an executed contract are provided by the Contractor to the District.

3. Failure to Perform Following Award

If a Proposer to whom an award was given, refuses or fails to execute the Contract and provide the required information, insurance certificates within fifteen (15) working days after the award of the Contract, the District may, at its option, determine that the Proposer has abandoned his/her proposal, declare the award of the Contract null and void, and accept the proposal of and make the award to any other Proposer pursuant to the requirements set forth, above.

4. Objectives of Contract and Specifications

The District desires to offer non-public passenger vehicle transportation to special education students. The number of students can vary frequently, depending on need. As of this date, forty-five (45) students are being transported in passenger vehicles. Other background information includes:

1. The ages of the overall student ridership is between 3 and 22.
2. There may be the need to transport non-ambulatory students. Wheelchair stations may be required.
3. Students are being transported to and from home to several non-public school campuses, school sites.
4. Students are currently being transported in passenger vehicles such as cars and vans five (5)

passengers or less).

5. Mid-day transportation may be required for minimum days, local field trips, and other events.
6. All passengers vehicles shall be clean
7. The window for drop off and pick up is five (5) minutes before the AM (morning) bell time and five (5) minutes after the PM (afternoon) bell time.
8. Upon arrival at school, students may not leave the vehicle until the student's teacher or aide is present to receive the student at the school site or other pre-determined location
9. Upon arrival at home or daycare, students may not leave the vehicle until a parent, guardian, or authorized daycare provider is there to receive the student at the home, group home, or daycare facility.
10. A parent, guardian, or Special Education Department staff may authorize the transportation provider to drop off the student without adult supervision being present. It is the responsibility of the successful Proposer and drivers to keep track of those students who may be dropped off without adult supervision.
11. Students shall require to be fasten in restraints (seat belt) at all times. Restraints must be properly installed in vehicles.
12. The regular school year is 180 days. The extended school year is an additional thirty (30) days (June-August).
13. The District anticipates that a minimum of forty (40) vehicles will need to be available for the current load. Of the forty (40), four potential (4) minimum should have wheelchair stations and approximately ten (10) may require a car seat.

Proposed prices for the above-mentioned daily passenger vehicle special education pupil transportation service are to be submitted at the Proposer's base rate. The District reserves the right to add or delete student, routes at any time. Provision of special education pupil transportation services will include the transportation of ambulatory and non-ambulatory students and students with physical, mental, and emotional disabilities who require the use of specialized equipment. The successful Proposer must be able to provide appropriate vehicles with lift-gates and other modifications necessary to safely transport such students.

5. Contractor Safety Requirements

The successful Proposer shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Proposer's activities.

All equipment and supplies provided and work performed by the successful Proposer for the District shall fully conform to all applicable state, local and federal safety laws, rules, regulations, and orders.

6. Proposer Qualifications

- a. Proposers must have a minimum of three (3) years of experience in providing special education pupil transportation services for both ambulatory and non-ambulatory students and students with other disabilities, to be considered a qualified Proposer.
- b. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence demonstrating the Proposer's financial resources, the Proposer's experience in the type of work required by the District, the Proposer's equipment and operators available for the performance of the Contract, and any other required evidence of the Proposer's qualification to perform the proposed Contract. The District may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed Contract may result in rejection of the proposal.

- c. Each Proposer and their subcontractors, if any, must possess all the required licenses or other permits.
- d. The successful Proposer shall provide equipment and operators which meet the regulations issued by the federal government and the State of California. The successful Proposer shall be responsible for all fees related to the maintenance and operation of all the equipment and for the licensing of operators.

7. Insurance

Contractor shall procure and maintain for the duration of this Contract or any renewal thereof such comprehensive or commercial general liability and automobile as set forth herein as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Insurance shall be procured from a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports.

Contractor shall maintain limits no less than:

- a. **Comprehensive or Commercial General Liability Insurance** with limits not less than \$5,000,000 combined single limit per occurrence for bodily injury, death, personal injury and property damage, including coverage for contractual liability, personal injury, and independent contractors; Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the District, or any person, firm or corporation employed by the Contractor or the District upon or in connection with this Agreement, including, any harm, cost, damage, claim, or cause of action arising out of the acts of omissions of the Contractor, its employees or any entity or its independent contractors.
- b. **Comprehensive or Business Automobile Liability Insurance** with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.
- c. **Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance** with limits not less than \$1,000,000 per occurrence.
- d. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Contract and with workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. During the term of this Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the independent contractor/subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as

required herein and in compliance with Labor Code section 3700.

The Contractor shall take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

8. COVID-19

The post COVID-19 Public Health Emergency has affected every aspect of the student transportation industry and will likely continue to affect student transportation service for the impending school year. What remains unclear at this time is the potential to condense or reduce transportation service to Non-Public Schools or Special Education Programs by the approved contractor every school year and extended school year (ESY).

The RFP will include an amendment clause to allow the District to modify their short, medium and long-term needs throughout the duration of post COVID-19 Public Health Emergencies, which may include a reduction or condensing of transportation service.

The approved contractor will develop and disseminate communications relating to the COVID-19 health crisis and their social distancing protocols to the District, Non-Public Schools and families if requested, as well provide infection control materials immediately available to a parent or guardian of a special needs student if requested.

The approved contractor will also provide protocols to the District including screening or health check for their drivers, sanitation procedures with their vehicles and usage of PPE when engaging with special needs students and monitors. In addition, any measures in place that specifically discuss protocols between a driver and special needs students when dealing with a behavioral problem while transporting will be communicated to the District, as well as any of other information pertinent to post COVID-19 Public Health Emergency involving transportation service deemed necessary or requested by the District.

SCOPE OF WORK

The successful contractor shall provide student transportation services for Berkeley Unified School District's special education students and transportation services for non-public schools and county programs.

Contractor must possess and agree to furnish all labor, equipment, transportation, services, licenses, permits, insurance coverage and expertise in transporting special education students and the work described herein.

BACKGROUND AND OBJECTIVE OF CONTRACT

The District presently provides Special Education school bus transportation to approximately 150 to 175 students. The District, with the assistance of approved Contractor(s) must accommodate the following special education student's needs:

1. The ages of the overall student ridership are between 3 to 22
2. There may be the need to transport wheelchair-bound students yearly
3. Students are being transported to and from home and several school campuses non-public schools, as well as medical therapy units, vocational education and community-based instruction sites, and other service locations
4. The District's Transportation Department will continue to operate its usual and/or standard routes. The routes needed by this contract are 20 to 40, depending on enrollment, for the first year of this contract. The number of routes to be contracted out will be adjusted annually by the District. These routes typically have 20 to 45 students and transportation is provided outside of the school district, city, town and county boundaries.
5. The students are currently being transported in passenger vehicles such as car/sedan, SUV and van (five passengers plus driver, with or without wheelchair stations)
6. There may be an English Language Development (ELD), non-special education transportation service requiring an appropriate size passenger vehicle(s).
7. Mid-day schedules, which may include transportation to and from schools, non-public schools, medical therapy units, vocational education and community-based instruction sites, and other service location and local field trips.

ROUTE INFORMATION

Student information shall be provided by the District which may include: student name, address, school of attendance, bell schedules, and equipment needs. Contractor must protect under federal law and should recognize and hold this information confidential and is used only to establish routes and transportation services. The District shall designate all routes and stops. Contractor shall follow District's instructions. If physical or traffic conditions require a change to the established route, Contractor must receive prior approval from the District representative for alternate route.

Prior to the start of service (each school year), the Contractor shall contact the District's Special Education Department staff or program specialists via email for the assignment of routes and schedules. Route information will include vehicle requirement, specific route instructions and times. Some routes will include specific student information identified in the student's Individual Education Plan (IEP). Examples are: wheelchair, buckle guard, harness, oxygen, escort and runner.

To the best of the District's ability all designated stops should be on the right-hand side of the road. If escorting is needed, all provisions of the law shall apply. Contractor shall use escort requirements for sedans, SUVs and vans.

District will approve all routes based on additions and changes. Contractor will be asked to provide a start-up plan, to include scope, number of vehicles, required equipment, organizational structure, timing and number of routes. Contractor will provide transition and start up plans that create a smooth operation.

The contractor shall make all changes for regularly scheduled routes within the time period specified by the District. The contractor shall ensure that all vehicles assigned for student pickup shall arrive at the pickup location on-time, Contractor is to define methodology for verification of on time performance and monitoring overall trip performance. If the student is not ready for pick-up at scheduled pick-up time, the contractor is to wait three (3) minutes, and contact the family as well as the Transportation Dispatch. If the student(s) are still not ready, the contractor is to designate the pick-up as a no-show and go to the next location. The Contractor is to detail the current no show procedure. If the District or a parent has called the contractor at least twenty-four (24) hours before pick-up time to cancel the ride, the contractor is to designate it as a cancellation.

CHANGES IN ROUTES

The District must be able to change, add or delete routes to and from service at the rates specified in the contract at least with thirty (30) days working notice. Successful proposer must be able to provide appropriate vehicle with lift-gates and other modifications necessary to safely transport students.

Contractors must be flexible to accommodate fluctuations in routing in a timely manner as determined by School District. For alternative transportation, route changes are considerably more frequent than in regular education transportation due to frequent changes in designations and laws.

The District will notify the Contractor of these changes and will provide route information and instructions as changes occur. These changes will be provided to the Contractor via email.

REPORTS

Contractor shall provide the District with the following monthly reports, as indicated below:

1. Student "No Show" report
2. Student's Detailed Trip Report
 - a. Students Name
 - b. Mileage/GPS coordinates for each route
 - c. Pricing Considerations
 - d. Date of Service

It is the Contractor's responsibility to notify the District's Transportation Department of any student "no show".

EQUIPMENT

Contractor will provide age appropriate child restraint equipment such as safety vests, booster chairs and car seats. The District anticipates the number of students requiring vehicle service, and therefore the number of vehicles required will remain generally consistent for future school years as compared to current school year. However, as enrollment changes so might transportation equipment need. The District does not guarantee any quantity of service, students, runs, routes or vehicles. The contractor shall provide wheelchair accessible vehicles as needed.

TECHNOLOGY SUPPORT

The Contractor shall provide its maintenance and dispatch terminals to communicate with Berkeley Unified School District Special Education and Transportation Departments, individual schools, and Contractor's drivers. Communication tools should include – local telephone number, FAX, two-way radio, internet scanning capability and any other technology Contractor feels necessary to conduct business with BUSD. Vehicle cameras and GPS are desirable. If vehicle(s) used in transporting students has camera and/or GPS, the District reserves the right to review information upon request.

INSPECTION REPORTS

District reserves the right to physically inspect carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities upon request.

NON-DESIGNATED INDIVIDUALS

Non-designated individuals will not be allowed to ride in vehicles transporting District students. Drivers shall not be permitted to carry any person, other than pupil(s) assigned to the vehicle. Designated individuals are:

- Peace Officer
- District or Non-Public School Officials
- BUSD authorized representative from Special Education and Transportation

ACCIDENT PROCEDURES

In case of accident, it shall be the responsibility of the vendor to first notify law enforcement agency and immediately notify the District's Special Education Department and Sheila Collier, Transportation Manager. A copy of the police report of each accident if applicable or incident report shall be provided as soon as it is available, and e-mail to Sheila Collier, Transportation Manager at sheilacollier@berkeley.net.

Within twenty-four (24) hours after the accident, the contractor shall furnish a detailed written report of the accident via e-mail to District's Special Education Department or Sheila Collier, Transportation Manager.

INCIDENTS

Incidents can be as minor as an offensive comment between students to an actual physical altercation. All incidents must be reported in written report form including all parties listed and involved. Contractor to detail the incident procedure and how/when the District is informed.

SERVICE CANCELLATIONS

Contractors shall disclose cancellation policy when replying to this requested bid.

VEHICLE SERVICE BREAKDOWNS OR MECHANICAL FAILURES

A discount on charges will be reflected on invoice if a breakdown occurs in route or if Contractor does not arrive within 30 minutes of scheduled departure time or arrival. Contractors will deduct the total cost of any other services or rentals of other vehicles required to complete the trip or other expenses incurred to deliver or pick up passengers, whichever is less.

The Contractor shall have a plan to provide vehicle replacement within thirty (30) minutes due to mechanical failure.

AUTHORIZED TRANSPORTATION REQUEST PROCESS

Only transportation requests submitted verbally or written placed by Berkeley Unified School District Special Education will be acknowledged and authorized by the district. Any other transportation requests placed by non-transportation department personnel will be the sole responsibility of that individual including payment, liability and risks.

SUSPENSION BY DISTRICT

The District's Director of Special Education, Transportation Manager reserves the right to suspend a Contractor agreement for excessive equipment failure and/or breakdowns, excessive trip refusals, and if any certifications are expired or non-existent.

COORDINATION

The contractor shall fully coordinate all contract activities with those activities of the District. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the District throughout the effective period of the contract.

PROPERTY OF DISTRICT

All reports, documentation and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the District. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the District.

DRIVER RESPONSIBILITIES

The driver shall not transport more than three (3) students at one time in a sedan, five (5) in a SUV or nine (5) in a fully compliant van. All students will require seat belts as well as age appropriate child restraint equipment such as booster and/or car seats for sedan and van transportation.

It shall be the driver's responsibility to see that car seats, seat belts, safety vests, and safety vest straps are properly adjusted and fastened. The driver shall ensure all safety equipment is in proper condition and used at all times. At NO time shall a student be transported without their safety equipment – vest, seatbelt, and buckle guard. The driver shall ensure the safety equipment is in proper use for the duration of the trip.

A driver does not have the authority to refuse transportation to any eligible pupil nor does the driver have the authority to remove a pupil from the vehicle.

Drivers are not allowed to leave the vehicle unattended unless an authorized employee of the Contractor or Berkeley Unified School District school official, parent, adult or guardian is present.

ON-TIME PERFORMANCE

Contractor is to detail the methodology for monitoring and maintaining on time/route performance. Contractor is to have a demonstrated-on time performance standard. Failing to meet this on time performance on a monthly basis could subject the Contractor to liquidated damages.

Unplanned weather conditions, detours and traffic delays and other traffic situations will occur. However, Contractor must be able to demonstrate a communications plan for such occurrences, leading to a history of on-time performance.

LIQUIDATED DAMAGES

It is agreed by the Contractor and the Berkeley Unified School District that, from the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services under the Contract. Therefore, there shall be assessed a fixed sum where applicable as indicated below as liquidated damages but not as a penalty, the amounts set out below:

1. \$250.00 - Liquidated damages for each trip missed. A missed trip is defined as including a trip in which there is a delay in scheduled times of thirty (30) minutes or more.
2. \$200.00 - Liquidated damages for each trip in which there is a delay during scheduled times of fifteen (15) minutes up to twenty-nine (29) minutes.
3. \$100.00 - Liquidated damages for each trip in which there is a delay in scheduled times of up to fifteen (15) minutes.

In addition to the above existing contract provisions, liquidated damages will be assessed at the rate of \$100.00 per incident for each of the following, or for any violation of any law or provisions of this contract. Such incidents for which liquidated damages will be assessed include but are not limited to:

- a. Early departure of vehicle from scheduled location
- b. A late vehicle because of refueling or which runs out of fuel while on route
- c. Ineffective technology devices such as a GPS
- d. Driver missed the stop on route or fails to pick up the student
- e. Failure by a driver, subcontractor or other contractor employee to immediately follow District prescribed procedures regarding reporting breakdowns, accidents, a driver substitution, unscheduled stops, tardiness or missed trips
- f. Use of unqualified, untrained driver
- g. Use of one driver to cover two routes assigned by the Contractor with the intention of a driver for each route
- h. Switching regular driver to temporary assignment and substituting another driver for a regular driver
- i. Driver unauthorized communication with a student or parent regarding route changes, etc.
- j. Air conditioning system not functioning properly in vehicle where air conditioning is necessary for comfortable transportation for District students.

- k. Unsatisfactory condition of vehicle, such as cluttered, inoperable seat belts, damaged seat upholstery, inadequate seat padding material.

Note: Despite the foregoing, a route that is not ready by the proposed start date shall be assessed more than \$500.00 per day for liquidated damages.

EMERGENCY PLAN

Emergency plan will be provided by the Contractor and reviewed by Berkeley Unified School District prior to service start date.

PERSONAL ITEMS

Use of personal electronic devices for personal use is prohibited during “on duty” time. Transportation service is never to be interrupted or delayed by drivers handling personal business.

DISTRICT REVIEW OF SERVICE

The District reserves the right for a representative to observe and/or board any Contractor’s vehicles performing work for the District at any time, with or without prior notification. The District representative, at their discretion, may inspect the vehicles, equipment certifications, registration, insurance, driver inspection report and the driver’s documents and logs. The District representative may also, at their discretion, ride as a passenger on the trip for any length of time for observation purposes.

UNSATISFACTORY SERVICE ON A ROUTE

When a contractor fails to provide satisfactory service on behalf of the District affecting routes with problem(s), such as, excessive tardiness, missed trips, breakdowns, driver turnover, etc. become chronic five or more problems of any type in a 30-day or less period, the District may at its discretion relieve the Contractor of the route(s) until such time as the District has assurance that the route(s) can be serviced without problems. When a route is relieved from a Contractor, the route will be serviced by another Contractor as determined by the District Special Education Department or appointed designee. When a route(s) is relieved from the contractor, said Contractor will not be paid for Limited or Unlimited service rates, nor will Contractor be charged liquidated damages for that specific route(s).

CONSEQUENCES OF POOR SERVICE

The District has the right to cancel this service agreement if the Contractor’s drivers fail to provide reliable service on an ongoing bases, such as not showing up for a pick-up; is over thirty (30) minutes late on three (3) or more consecutively during any service agreement period. In the event that the Contractor fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Contractor agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

SPECIAL EDUCATION DEPARTMENT

The Berkeley Unified School District Special Education Department is the exclusive agent for the District. All routes and services must be authorized by the Special Education Department. The Contractor shall not accept any directions or orders or instructions from anyone other than Special Education Department of Berkeley Unified School District or appointed designee with the district.

PROPOSAL PREPARATION

A complete Proposal must consist of the following documents:

1. Completed Proposal Form
2. Proposal Summary & Price Schedule
3. Completed Proposer's Questionnaire
4. Signed Non-collusion Affidavit
5. Signed Workers' Compensation form
6. Completed criminal background investigation/fingerprinting certification
7. Review Agreement & Contractor Information
8. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
9. Copy of current business license in jurisdiction of operation and CPUC Class "P" Transportation Permit (if applicable).

In order to preserve uniformity and to facilitate the award of Contracts, no proposals will be considered unless made upon forms furnished by the District.

All items on each Proposal form must be filled out.

The Proposer must respond separately for each item, unless otherwise requested herein, and shall indicate on the Proposal Form the unit price for each item listed and the total price for furnishing the total service for each item. The percent or amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the correction shall be initialed in ink by the person signing the proposal. No corrections can be made after the time of opening proposals.

All proposals must give the full business address of the Proposer and must be signed in longhand by the person(s) duly authorized to sign the Proposal Form on behalf of the Proposer.

All proposals must be submitted in sealed envelopes clearly labeled on the outside: "**RFP No. 24-0001 Passenger Vehicle Special Education Non-Public Schools Pupil Transportation Services.**" No electronic responses will be accepted. Proposals shall be submitted to:

Berkeley Unified School District
Daniel Blackmer, Purchasing Supervisor
2020 Bonar Street, Berkeley California 94702
Phone: (510) 644-6431
danielblackmer@berkeley.net

It is the sole responsibility of each Proposer to see that a completed Proposal is received in proper time. Proposers submitting proposals by U.S. Mail will not receive confirmation of delivery. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer, unopened.

Timeline:
Public Notice: **Friday, June 23, 2023**
Questions by: **Friday, July 14, 2023 by 4:00pm (PDT)**
Proposals Due: **Friday, July 28, 2023 by 4:00pm (PDT)**
Award Recommendation to Board of Education: **August 23, 2023**

GENERAL TERMS AND CONDITIONS:

AGREEMENT

In compliance with this request for proposals, the selected Proposer(s) will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing by the District. In addition, no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing shall be binding on the District.

ASSIGNABILITY

The successful Proposer(s) shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer(s) assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

COMPLIANCE WITH STATUTE

The Proposer(s) warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

CONTRACT

The successful Proposer(s) will be required to sign the District's standard contract for services. A copy of the contract is attached and must be signed and returned with the proposal.

CONTRACT TERM

The initial term of this contract shall be for a term of three (3) years, and is renewable for up to three (3) additional years by mutual agreement.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the contract, if any, is awarded or the District has rejected all proposals. The District will have no liability to Proposer(s) as a result of any public disclosure of submitted materials.

DISTRICT INVESTIGATIONS

The District may perform investigations of Proposers that extend beyond contacting the references identified in the proposals. The District may request that Proposers submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The Contractor will comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees 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 who may come in contact with District pupils during the course and scope of the Contract. Updated lists shall be provided when any changes occur.

INDEPENDENT CONTRACTOR

While performing services for Berkeley Unified School District, the selected Proposer(s) shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer(s) shall obtain, pay for, and maintain in effect during the life of this Agreement the policies of insurance detailed in above.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the RFP may result in the rejection of the proposal as not being responsive to the RFP. No oral or telephonic modification of any proposal submitted will be considered.

MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to submit more than one response to this solicitation for proposals, unless alternate proposals are specifically called for.

NON-COLLUSION DECLARATION

Proposers are required to submit the attached Non-Collusion Declaration with their Proposals.

PREPARATION OF PROPOSAL

Berkeley Unified School District is requesting ONE (1) Original and Three (3) copies of the proposal to be submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the RFP number. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

BERKELEY UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS:

The Berkeley Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. The District reserves the right to waive any informalities or irregularities in received submittals. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. This RFP does not obligate San Gabriel Unified School District to negotiate or award a contract. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Berkeley Unified School District intends to award to the lowest, responsive, responsible bidder; provided, however, pursuant the Education Code 39802, if the District believes that the public interest will be best served by accepting other than the lowest bid, the District retains the option to recommend to the Board of Education that the Contract be let to the other than the lowest bidder.

Proposals will be evaluated on basis of price, compliance to the specifications, statement of qualifications, State of California safety and compliance records, drivers training program, type, age and condition of vehicles used under the contract, effectiveness, insurance coverages and references provided by the Proposer.

The District reserves the right to consider any other pertinent information in determining what Contractor can best serve the interests of the Berkeley Unified School District. Proposer must demonstrate in their RFP responses that they have the available resources necessary to successfully meet the District's requirements.

The District reserves the right to award this contract to multiple contractors if it is determined to be in the District's best interests. The award recommendation must be approved by the District's Board of Education.

The RFP will include an amendment clause to allow the District to modify their short, medium and long-term needs throughout the duration of the COVID-19 Public Health Emergency, which may include a reduction or condensing of transportation service.

The approved contractor will develop and disseminate communications relating to the COVID-19 health crisis and their social distancing protocols to the District, Non-Public Schools and families and will provide infection control materials immediately available to a parent or guardian of a special needs student if requested.

The approved contractor will also provide protocols to the District including screening or health check for their drivers, sanitation procedures with their vehicles and usage of PPE when engaging with special needs students and monitors. In addition, any measures in place that specifically discuss protocols between a driver and special needs students when dealing with a behavioral problem while transporting will be communicated to the District, as well as any of other information pertinent to COVID-19 Public Health Emergency involving transportation service deemed necessary or requested by the District.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Berkeley Unified School District.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to danielblackmer@berkeley.net or sheilacollier@berkeley.net no later than **4:00pm (PDT) on Friday, July 14, 2023**. No other persons is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

Responses to questions received by the deadline will be posted on the District website at www.berkeleyschools.net. It is the responsibility of the proposer to check this website prior to submitting a proposal.

REGULATIONS

The Proposer's Proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal or state government now in effect or which shall be in effect during the period of such Contract.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District or Board of Trustees. Any such contact shall be grounds for the disqualification of the proposer.

SIGNATURES

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer(s).

STAFFING BY SELECTED PROPOSER(S)

The selected Proposer(s) shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

SELECTION CRITERIA

Responses will be evaluated on various criteria including, but not limited to experience, qualifications, fees, capacity, references, and location.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to Daniel Blackmer, Purchasing Supervisor, Berkeley Unified School District, 2020 Bonar Street, Berkeley, CA 94702 before **4:00pm (PDT) on (Friday, July 28, 2023)**. In advance of proposal submissions questions may be submitted to Daniel Blackmer, Purchasing Supervisor danielblackmer@berkeley.net. Any clarifications or additional questions can be submitted via e-mail Daniel Blackmer, Purchasing Supervisor, or Sheila Collier, Transportation Manager at sheilacollier@berkeley.net no later than **4:00pm (PDT) on (Friday, July 14, 2023)**. The District will post the answers to questions and any addenda to this RFP on our website at www.berkeley.net.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed above. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original and Three (3) copies**.

TERMINATION

Pursuant to terms and conditions of the Contract, the District reserves the right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) days' notice of such termination to the Contractor.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

PROPOSAL FORM
Complete and return with Proposal
RFP No. _____

**PASSENGER VEHICLE SPECIAL EDUCATION NON-PUBLIC SCHOOLS PUPIL
TRANSPORTATION SERVICES**

BERKELEY UNIFIED SCHOOL DISTRICT
2020 BONAR STREET
BERKELEY, CA 94702

RFP No. _____

Passenger Vehicle Special Education Pupil Transportation Services

The District is seeking transportation services for daily passenger vehicle pupil transportation services for Special Education Students. Regular school year is 180 days. Extended school year is an additional twenty (20) days (June – July). Charges for Fuel Surcharges should be based on gasoline price index information available at www.eia.doe.gov/oil_gas/petroleum/data

Base Rates – Scheduled Contracted Routes

Passenger Vehicle WHEELCHAIR				
Type	Trip Rate	Does rate include deadhead charge? Circle one		If there are deadhead charges, indicate below.
Car/Sedan	\$ /mile	Yes	No	\$ /mile
SUV	\$ /mile			\$ /mile
Van	\$ /mile			\$ /mile

Passenger Vehicle AMBULATORY				
Type	Trip Rate	Does rate include deadhead charge? Circle one		If there are deadhead charges, indicate below.
Car/Sedan	\$ /mile	Yes	No	\$ /mile
SUV	\$ /mile			\$ /mile
Van	\$ /mile			\$ /mile

Special Equipment; Monitor (Car Seats; Booster Seats)			
Car Seats Booster Seats	Rate	Assigned Monitor	Rate

For information use only or future additional services.

*****Supplemental price rates will NOT impact award of bid, nor will it become basis of award of bid for RFP**

NON-CONTRACT SERVICES

Supplemental Price Rates

URGENT/EMERGENCY RESPONSE \$ _____/mile

PROPOSAL SUMMARY

This is the Proposal of _____ (Proposer)

Base Bid "1" Total Cost Per Year \$ _____

TOTAL COST PER YEAR (BASE BID 1) \$ _____

1. PROPOSAL QUESTIONNAIRE
(Return with Proposal)

To the Proposer:

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

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (for example I. C. 5).

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Student Transportation. 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 transportation services to the District.

I. DESCRIPTION OF BIDDER'S ORGANIZATION

A. FIRM

Firm Name: _____

Address: _____

Telephone Number: _____

B. TYPE OF ORGANIZATION

Corporation (List officers and positions): _____ Other (please specify): _____

Where Incorporated: _____ Year of Incorporation: _____

Subsidiary (Give name and address of Parent Corporation): _____

Is your firm or a parent firm publicly held? Yes _____ No _____

If not, what private individuals or families own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing home-to-school transportation services under contract with other school district, non-public schools?

Yes _____ No _____ Number of years _____

Number of school districts served in the State of California _____

(Attach list of all current and past clients in last 3 years – Contact name and phone included. Include number of vehicles used, and beginning and ending date of contract.)

2. List all applicable transportation permits (City, County, and State) under which you currently operate: _____

3. For every education agency or non-public school in this state to which your firm currently provides, or has provided within the last five years, student transportation under contract, please provide name and location of the agency or non-public school and the name and phone number of a contact person, together with the following information:

4. If employees are covered under a collective bargaining agreement provide:

1. Name of Union Organization: _____

2. Name and phone number of labor organization(s), President or Business Managers or Local Field Senior Manager: _____

II. MANAGEMENT AT THE TERMINAL

A. The District strongly believes that the individuals holding the Management, Personnel, and Safety and Training positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high-quality transportation services. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion.

B. Please provide Table:

Company	Position at Company	General Responsibility	Years in current position	Years in industry
General Manager				
Supervisor				
Safety Officer				
Dispatcher				
Other				

On a separate page, please provide an organization chart of your firm as it would relate to the District terminal. (It should give a clear understanding of the number of layers in your firm and the lines of accountability).

C. Explain any training that is given to your managers, operational staff:

1. Number of hours: _____

2. Type of training; list components covered:

III. DRIVER PERSONNEL

State the total number of regular drivers you have employed in this state: _____

Company: _____ Other: _____

A. How/where does your firm recruit drivers? _____

B. What methods do you use to screen and select drivers from among the applicants?

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

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

3. Do you require all employees to be drug tested? If so, please elaborate on the testing procedures? _____

C. Do you check driver applicant references? Yes _____ No _____

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing materials. _____

E. Describe your ongoing driver training programs as a part of your current operational procedures?

***INCLUDE ANY SAMPLE MATERIALS**

IV. SAFETY PROGRAM AND ACTIVITIES

- A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.
- B. How often are in-person safety meetings held?
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. What have been the chargeable accident rates for vehicles operated by your driver in each of the three most recent calendar years? Provide a description of how you define vehicle accidents.

V. PERIODIC VEHICLE MAINTENANCE AND MECHANICAL REPAIRS

- A. Do you have a formal, scheduled required maintenance program for vehicles? Yes _____ No _____
- B. If applicable, please provide samples of any checklists you required for each type of maintenance program and please describe below your methods of ensuring that each vehicle actually receives periodic maintenance within the scheduled interval.
- C. Do you require any daily regular written reports (or communication) from your drivers on the condition of their vehicles? Yes _____ No _____

* Briefly describe and provide a sample of these reports, (including any vehicle checkout report form) and note their frequency.

- D. Do you use any other methods of identifying defects in vehicles? Yes _____ No _____
(If yes, please describe).

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

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

- G. Do you maintain and evaluate records of vehicle road breakdowns? Yes _____ No _____

H. Describe your procedures for driver vehicles compliance. Include monitoring methods for vehicle registering, insurance coverage according to state and federal statutes.

I. Do you have a vehicle maintenance program for owned passenger vehicles? Yes or No (Circle)___

* Briefly describe the vehicle maintenance program.

VI. INSURANCE DATA

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three years? Please circle: Yes or No (Circle)

VII. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing the Agreement for Furnishing Non-Public Pupil Vehicles for Special Education Transportation Services should your firm be selected as the successful bidder. Your schedule and plan may include:

- A. Inspection of vehicles, facility, and equipment;
- B. Acquisition of required vehicles;
- C. Occupation of terminal facility;
- D. Recruitment/relocation, if necessary, of management and supervisory personnel;
- E. Selection, any necessary training, and employment of drivers;
- F. Employee orientation, especially to District routes and schedules.

VIII. OTHER RELEVANT INFORMATION

1. How does your company measure customer satisfaction?_

2. How does/will your company handle unemployment compensation during Winter Break, Spring Break and Extended School Year (summer time) for drivers and other staff that are not used during these periods? (if applicable)

3. If the District required all bidder staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?

4. Do you have multi-lingual drivers and staff members available? What languages?

5. What solutions do you have for customers who complain of language barrier?

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

Name of Firm/Company

Authorized Agent

Title

Date

NONCOLLUSION DECLARATION

Complete and return with proposal:

The undersigned declares:

I am the _____ (title) of _____ (company name),
the party making the foregoing proposal.

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 Proposer has not directly or indirectly induced or solicited any other proposer 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 bidding. 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 _____ in Berkeley, California.

Signature

Name (printed)

PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Complete and return with proposal:

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the 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 his employees?

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 Agreement.

Signature: _____

Name: _____

Provider/Company Name: _____

Date: _____

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

Outside Provider Background/Fingerprinting Investigation Certification of Employee Clearance

Complete and return with proposal:

Name of Company:		
Street Address:		
City:	State:	Zip:
Telephone:	Fax:	
Contact Person:		

Check one:

- I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.
- I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:
- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Berkeley Unified School District.
 - Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
 - I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

Company Name: _____

Print Name Title: _____

Signature Date: _____

Note: Any changes to the above information shall be forwarded to the District immediately.

BERKELEY UNIFIED SCHOOL DISTRICT

Special Education Non-Public School Pupil Transportation Services RFP No. 24-0001 AGREEMENT

THIS AGREEMENT, made the 1st (day), (month/date/year) in the County of Alameda, State of California, by and between Berkeley 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 vehicles 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 initial term of the agreement shall be for the period beginning (day), (month/day/year) and ending (day), (month/day/year). The contract may be renewed by mutual consent for an additional one (1) year period, not to exceed three (3) years. The term of the extension would (month/day/year) through (month/day/year). At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.
 - A. Certain special education student(s) of the District require transportation to and from school and/or other transportation services as requested by the District
 - B. Contractor will provide management and logistical support for the purpose of coordinating such transportation services. The DISTRICT will reimburse CONTRACTOR for the provision of these services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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. **Contractor Services.** DISTRICT may request, from time to time, that CONTRACTOR provide management and logistical support to coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by CONTRACTOR, CONTRACTOR agrees to coordinate such transportation services and DISTRICT agrees to pay CONTRACTOR in accordance with the provisions of this Agreement. CONTRACTOR'S providing of management and logistical support to coordinate transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

5. **Insurance.** The Contractor shall at its sole cost and expense obtain and maintain in full force and effect during the term of this agreement general liability and automobile (common carrier) insurance issued by insurance companies licensed to do business with minimum limits of:
- Commercial Auto Liability: limit of \$1,000,000
 - General Liability: limit of \$1,000,000 each occurrence/\$1,000,000 aggregate (includes \$1,000,000 for Physical Abuse, Sexual Misconduct, Sexual Molestation Assault & Battery)
 - Excess Comprehensive Commercial Liability: \$5,000,000 each occurrence and aggregate
 - Excess Automobile Liability: \$1,000,000
 - Worker's Compensation & Employer's Liability Insurance: limit of \$1,000,000

The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment).

6. **Indemnity of the District.** 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 uncopied composition, secret process or patented or unpatented invention, under this Agreement.
7. **Assignments or Subcontracting.** The CONTRACTOR *shall not assign, transfer, or subcontract* any of its rights, burdens, duties, or obligations.
8. **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. In providing the management and logistical support necessary to coordinate the Services, CONTRACTOR shall be and act as an INDEPENDENT CONTRACTOR in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the DISTRICT. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. CONTRACTOR understands and agrees that as an INDEPENDENT CONTRACTOR, it will not be eligible to participate in any benefits or privileges given or extended by the DISTRICT to its employees. CONTRACTOR shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the DISTRICT, its Board Members, Officers, employees and agents free and harmless therefrom.
9. **Assignment of Contractor's Rights.** Except as it relates to the entering into of contacts with CONTRACTOR drivers for the purpose of providing transportation services, CONTRACTOR shall have no right to assign its rights or obligations under this Agreement to another Independent Contractor.

10. **Force Majeure.** CONTRACTOR may 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.

11. **Fingerprint Clearance.** To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by CONTRACTOR shall require each CONTRACTOR personnel or driver in a position requiring contact with students to have been fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying no prior convictions for or pleas of nolo contendere to a felony or any misdemeanor.
 - a. Preemployment and annual driving records shall be free of convicted offenses within a 10-year period preceding the date of the check of the persons driving record.
 - b. Preemployment and required reporting by the driver upon status change, a criminal history record check shall be free from convicted offense(s) of a felony or misdemeanor involving moral turpitude, crimes against a minor child.
 - c. CONTRACTOR, not provide service to the DISTRICT when any background check or findings indicate criminal history convictions as obtained through stated and national searches (DOJ and FBI agencies). The CONTRACTOR shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file.

12. **Contractor Personnel and Contractor Drivers.** As part of its Services and for the compensation set forth in this Agreement, CONTRACTOR shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by CONTRACTOR to coordinate the Services. While CONTRACTOR shall not contract with independent contractor drivers who will provide actual transportation services for the DISTRICT, CONTRACTOR shall at all times remain responsible for the management and logistical coordination of the Services under this Agreement. CONTRACTOR expressly represents and warrants to the DISTRICT that it will not contract with independent contractor drivers. Enroll in the DMV Employer Pull Notice Program for annual driving history record for all drivers who provide transportation services for the DISTRICT. CONTRACTOR and drivers shall:
 - a. Maintain a valid Driver's License.
 - b. Licensed in accordance with all applicable federal and state regulations and policies.
 - c. Maintain a good driving record as verified by the state. Report any new moving violations, accidents to the CONTRACTOR immediately.
 - d. The CONTRACTOR shall request a copy of potential applicant driving record (3 years), verify each driving record for current every six (6) months thereafter. Such records shall be kept on file in the driver's file and must be accessible upon request by the DISTRICT.
 - e. The CONTRACTOR shall not use drivers who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have been cited with a DUI, DWI or under the influence of a controlled substance-related violation.
 - f. Drivers shall operate the vehicle in a careful and prudent manner, exercising at all times the highest degree of care and observing and complying with state mandated rules of the road and traffic regulations.
 - g. Drivers shall abstain from using all tobacco products in the present of students in the vehicle, on DISTRICT property and Non-Public Programs educating students.

- h. CONTRACTOR shall not employ a driver under the age of twenty-one (21) and holding the class of driver's license for the vehicle to be operated may transport students under this agreement.
- i. The CONTRACTOR shall ensure that all driver provide upon request their current driver's license to a school official or a DISTRICT authorized individual.
- j. The CONTRACTOR shall have standards addressing professional dress and hygiene code for its drivers. Professional dress includes clean clothes (pants and shirts with sleeve and collars). The drivers must not wear attire that might generally be considered offensive.
- k. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use of heavy, offensive colognes and body sprays. Drivers must not also display offensive tattoos and piercings. The DISTRICT agrees that the CONTRACTOR will make every effort to provide consistency of driver personnel on a daily basis. Changes in personnel will be limited to 1) DISTRICT request; 2) Driver illness or injury; 3) Vehicle malfunctions; 4) Driver leave of absence; 5) Driver resignation/termination; and 6) unforeseen complications. It is also a requirement of the DISTRICT that if a driver is unable to work the scheduled route in a given day, that the CONTRACTOR will communicate the change to the families, faculty and the appropriate DISTRICT employee appointed.

As required by the DISTRICT, prior to beginning service transporting students for the DISTRICT, a driver shall complete an awareness course covering the following subjects:

- 1. ADA sensitivity training and disability awareness
- 2. Special Education Student's Behavior Issues While Transporting; Customer Service
- 3. Berkeley Unified School District Special Needs Transportation Policies and Procedures
- 4. Basic Defensive Driving

13. **Routing and Scheduling.** Prior to the start of any service under this Agreement, with the assistance of the DISTRICT, the CONTRACTOR shall cooperatively establish routes and tentative 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 vehicle assignment, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. The DISTRICT may authorize increased vehicles 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, pickup and drop off locations must be approved by the DISTRICT, and are not to be revised without its authorization.

- a. The DISTRICT shall receive a detailed copy of each route, including mileage for each trip.
- b. When Routes Changes or Students are Added or Removed – When it becomes necessary to change a route for any reason, including adding or removing students, the CONTRACTOR shall revised or create a new route using software as described above in the most efficient manner, based on the information known to the CONTRACTOR at that time.
- c. Routes will be optimized from time to time as deemed necessary by the CONTRACTOR or requested by the DISTRICT. Routes will not be optimized more than once in a month.
- d. The DISTRICT will provide a Transportation Request Form to the CONTRACTOR for all students to be transported. The CONTRACTOR will adhere to all the information, bell schedule, special instructions on the Transportation Request Form before routing.

14. **Drug and Alcohol Testing.** CONTRACTOR agrees to implement any drug and alcohol testing requirements the DISTRICT may choose to require of specific individuals or categories of individuals. Both parties agree to incorporate such requirements by attachment or amendment to this Agreement. CONTRACTOR agrees to include a provision allowing the immediate cancellation of the Agreement of any driver who tests positive for drugs or alcohol in violation of this Agreement, applicable law, rule or regulation involved in a vehicular accident while performing transportation service for DISTRICT.

15. **Health and Safety (Tuberculosis Testing).** To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by CONTRACTOR drivers, CONTRACTOR shall require each personnel or driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, CONTRACTOR will maintain a copy of said verifications.

COVID-19. The approved CONTRACTOR will develop and disseminate communications relating to post COVID-19 health crisis and current social distancing protocols to the DISTRICT, Non-Public Schools and families, and will provide infection control materials immediately available to a parent or guardian of a special needs student if requested.

The approved CONTRACTOR will also provide protocols to the DISTRICT including screening or health check for their drivers, sanitation procedures with their vehicles and usage of personal protective equipment (PPE) when engaging with special needs students and monitors. In addition, any measures in place that specifically discuss protocols between a driver and special needs students when dealing with a behavioral problem while transporting will be communicated to the DISTRICT, as well as any of other information pertinent post COVID-19 Public Health Emergency involving transportation service deemed necessary or requested by the DISTRICT.

16. **Vehicles.** As part of its Services and for the compensation set forth in this Agreement, the CONTRACTOR agrees to coordinate the supply of such passenger vehicles (the "Vehicles"), including High Capacity Vehicles as may be necessary to lawfully address the transportation requirements of DISTRICT. The DISTRICT requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicle used in transporting students.

- a. Vehicles will be maintained according state regulations and specifications with records and/or inspection reports(s) made available upon request.
- b. Vehicles will be clean at all times of service.
- c. Vehicles shall not transport more than 5 students at one time.
- d. Vehicles shall not be more than 10 years old.
- e. The CONTRACTOR shall maintain all vehicles in a clean, safe and reliable mechanical condition, free from offending odors.
- f. The CONTRACTOR shall ensure all vehicles have passenger safety restraints install (seat belt) at all times, must be visible and working properly; age appropriate restraint equipment such as safety vests, booster chairs and car seats, as requested by the DISTRICT, shall also be the responsibility of the CONTRACTOR.
- g. The CONTRACTOR shall provide wheelchair-accessible vehicle as needed with proper tie down securement when vehicle is in motion.
- h. The CONTRACTOR shall provide to the DISTRICT upon request, a list of all vehicles used under the contract which states the description of each vehicle, license plate number, model and year.
- i. The DISTRICT reserves the right to audit all vehicles and equipment, along with applicable vehicle records at any time.

17. **Payments for Services.** On or about the first business day following each service, 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.
- a. Mileage Charges – Mileage charges based on driving distance calculations from CONTRACTOR (e.g. Google Maps, Bing, Map Request, ESR). The calculations are based on the fastest route and the total is rounded up to the next whole mile. CONTRACTOR shall be responsible for arranging routes collectively, and individually using CONTRACTOR routing software. Under no circumstances will the DISTRICT be required to pay for mileage to a pick up or destination other than those authorized by the DISTRICT.
 - b. Fuel Surcharges – When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index is \$5.20, the increase would be 30% of 20 cents or 6 cents. The gasoline price index to be used shall be found under the category of [“Your Specific State or Region], U.S. Regular Gasoline Price (dollars per gallon) on the following website: www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html
 - c. Invoicing – The invoice shall contain a level of detail and additionally will separate the charges by route showing number of days and total cost. A “No Show Report” will be provided on a regular basis and also along with the invoice, showing the students who is not transported each day of the billing period. In the event of a “No Show”, the trip will be billed at the normal rate. CONTRACTOR will receive a 24-hour notice to remove a student from the route.
18. **Adjustment of Rates.** The rates established in the initial rate sheet attachment, 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 can 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 Alameda, Contra Costa, Marin, Santa Clara, San Francisco, San Mateo Counties 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 Bay Area counties, Alameda, Contra Costa, Marin, San Mateo, Santa Clara 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.

The agreement will include an amendment clause to allow the DISTRICT to modify their short, medium and long-term needs throughout the duration of a Public Health Emergency or any future health pandemics that poses a public health risk which may include a reduction or condensing, elimination of transportation service until the public health crisis has been contained.

19. FAILURE TO PROVIDE SERVICE / TIME IS OF THE ESSENCE / ASSESSMENT OF DAMAGES.

- a. The safe and timely transportation of Berkeley Unified School District special needs students to schools, NPS programs and to their homes are considered essential to the District.
- b. Because it is both impractical and extremely difficult to calculate the actual costs incurred by the District from Contractor's failure to provide these essential services, Contractor will be assessed liquidated damages in an amount reasonably calculated to fairly compensate the District in proportion to the actual or anticipated harm, and not as a penalty.
- c. If Contractor fails to appropriately correct its monthly invoicing to account for the reduction in services provided during the billing period, the District will adjust the invoice to reflect the costs for damages incurred for the service reduction, as set-forth in the table below. Liquidated damages will not be assessed if the Contractor provides verifiable information that demonstrates that the failure to provide service was beyond the Contractor's control, (e.g., student behavior or safety, unpredictable weather or traffic patterns, vehicle breakdowns) as determined on a case-by case basis by District Transportation staff.

20. Record Keeping and Accident/Incident 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.

21. Non-Solicitation. DISTRICT agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, DISTRICT will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, or other person who has performed services for CONTRACTOR at any time during the term of this Agreement.

22. Notices. All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

23. Compliance. The CONTRACTOR shall maintain records on all employees, drivers that demonstrate that all requirements of this Agreement have been met. The file shall contain applicable current copies of the following:

1. California Department of Motor Vehicle Record's Check – Historical Driving Record.
2. Department of Justice (DOJ) background checks that meet or exceed state laws.

3. Federal Bureau of Investigations (FBI) background check, to include Child Index.
4. Verification of enrollment in an on-going DOT Drug/Alcohol Testing Program. The DISTRICT reserves the right to require the CONTRACTOR to engage in DOT Drug/Alcohol Testing at random for drivers authorized by the DISTRICT for the contract and “for cause” (post-accident) drug/alcohol testing deemed appropriate. All drivers must abstain from the use of alcohol and controlled-substance drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of any alcohol or controlled substance during their performance of their duties under this contract. The CONTRACTOR shall be liable for all DOT Drug/Alcohol Testing. No driver may be utilized for that fails a drug and/or alcohol test.
5. Verification of a negative test result for Tuberculosis (TB) testing.
6. Current employee driver’s license on file.
7. Current TCP/TCN permit and Certificate of Insurance (if applicable).

BERKELEY UNIFIED SCHOOL DISTRICT
Special Education Non-Public School Pupil Transportation Services

RFP No. 24-0001 AGREEMENT

To District: Pauline Follansbee, Assistant Superintendent of Business Services
Berkeley Unified School District
2020 Bonar Street
Berkeley, CA 94702
Tel (510) 644-8593
Email: paulinefollansbee@berkeley.net

To Contractor: Name _____
Company _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____
Email _____

Proposer information reviewing **RFP No. 24-0001** Agreement. Notice of change of address shall be given by written notice in the manner detailed in this Agreement.

24. **Entire Agreement.** This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.
25. **Waivers.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
26. **Attorney Fees.** In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.
27. **Severability.** In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.
28. **Further Acts.** Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.