

SILICON VALLEY JOINT POWERS TRANSPORTATION AGENCY

STUDENT TRANSPORTATION SERVICES

BID NO. 21-22-01

NOTICE TO BIDDERS

Notice is hereby given that the governing board of the Silicon Valley Joint Powers Transportation Agency ("Agency") will receive sealed bids for the following contract ("Contract"):

Student Transportation Services Bid
Bid No. 21-22-001

Bid Documents are available starting on January 19, 2022 at the Fremont Union High School District Business Office, 589 West Fremont Avenue, Sunnyvale, California.

Sealed Bids will be received until 2:00 pm, February 16, 2022, at the Fremont Union High School District Business Office, 589 West Fremont Avenue, Sunnyvale, California, at or after which time the bids opened. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

All bids shall be on the form provided by the Agency. Each bid must conform and be responsive to the Instruction to Bidders and all pertinent contract documents. Bidders may submit bids for all or fifty percent (50%) of the number of students.

A bid bond by an admitted surety insurer on the form provided by the Agency, cash, or a cashier's check or a certified check, drawn to the order of the Silicon Valley Joint Powers Transportation Agency, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the Agency for the performance of the services as stipulated in the bid. If the Agency awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Pursuant to Education Code section 39802, the Agency has no obligation to accept the bid with the lowest cost offered. Award of the Contract shall be made, if the Agency awards it at all, to the lowest responsive responsible bidder, unless the Agency, at its sole discretion, determines that the public interest will be best served by accepting a bid other than the bid with the lowest cost. The Agency also reserves the right, at its sole discretion, to award different portions for the Contract to multiple, different bidders.

The Agency reserves the right to reject any and all bids and/or waive any irregularity in any bid received.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Silicon Valley Joint Powers Transportation Agency (“Agency”) is seeking bids for the transportation of Special Education Students. The member districts of the Agency are Fremont Union High School District, Los Altos Elementary School District, Mountain View/Los Altos Union School District, Mountain View Whisman School District, Santa Clara Unified School District, and Sunnyvale School District.

The Agency anticipates that approximately 500 students will require transportation daily. Of these special education students, approximately 6% require a wheelchair. Bid prices are to be submitted on a base rate per vehicle per day, including six (6) hours of driver time. The Agency will accept proposals for the transportation of all or fifty percent (50%) of these students.

Services are to commence approximately August 1, 2022.

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The Agency will evaluate information submitted by the bidders and, if incomplete or unsatisfactory to the Agency, Bidder’s bid may be rejected at the sole discretion of the Agency.

1. Bids are requested for the following contract (“Contract”):

Student Transportation Services Bid
Bid No. 20-21-001

2. Agency will receive sealed bids from bidders as stipulated in the Notice to Bidders.
3. Bidders must submit bids on the Bid Form and Proposal and all other required Agency forms. Bids not submitted on the Agency’s required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. However, Bidders may submit bids for all or fifty percent (50%) of the Contract by service, equipment, or number of students. Agency reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the Agency’s form or other security
 - b. Bidder Information Form
 - c. Bidder’s Statement Regarding Insurance Coverage

5. Bidders must submit with the Bid Form and Proposal either cash, a cashier's check for a certified check payable to Agency, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by Agency. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, with SEVEN (7) calendar days after the date of the Notice of Award, Agency may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by Agency as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of Agency. It is agreed that calculation of damages Agency may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bids shall be clearly written without erasure or deletions. Agency reserves the right to reject any Bid containing erasures or deletions.
8. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the Agency a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other Agency-provided document.
9. Submission of Bid signifies careful examination of Bid Documents and complete understanding of the nature, extent, and location of services to be performed. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required services, investigation, research, and analysis. Bid prices must include entire cost of all services "incidental" to completion of the Contract.
10. All questions about the meaning or intent of the Bid Documents, including but not limited to the Agreement, are to be directed in writing to the Fremont Union High School District Business Office, on behalf of the Agency. Interpretations or clarifications considered necessary by the Agency in response to such questions will be issued in writing by Addenda emailed, faxed, mailed or delivered to all parties recorded by the Agency as having received the Contract Documents. Questions received after February 9, 2022 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the Agency.

12. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the Agency.
13. All bids must be sealed, and marked with name and address of the Bidder and the Bid number and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Contract (Student Transportation Services Bid No. 20-21-001).
 - b. Bids must be submitted to the Fremont Union High School District Business Office, 589 West Fremont Avenue, Sunnyvale, California, by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
14. Bids will be opened at or after the time indicated for receipt of bids.
15. Pursuant to Education Code section 39802, the Agency has no obligation to accept the bid with the lowest cost offered. The Agency shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder, unless the Agency, at its sole discretion, determines that the public interest will be best served by accepting a bid other than the bid with the lowest cost. The Agency also reserves the right, at its sole discretion, to award different portions of the Contract to multiple, different bidders.
16. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 pm of SEVENTH (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles the Agency to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
 - b. Insurance Certificates and Endorsements as required.
 - c. Workers' Compensation Certification.
 - d. Criminal Background Investigation/Fingerprinting Certification.
17. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the Agency, before 5:00 pm of the THIRD (3rd) business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
18. Agency reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if the Agency believes that it would not be in the best interest of the Agency to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Agency. Agency also reserves the right to waive inconsequential deviations. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some items and/or enhanced prices for other items.
19. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
20. Prior to the award of Contract, the Agency reserves the right to consider the responsibility of the Bidder. Agency may conduct investigations as the Agency deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders and other

persons and organizations to perform and furnish the services in accordance with the contract documents to the Agency's satisfaction within the prescribed time.

END OF DOCUMENT

EXHIBIT "A"

TRAFFIC SERVICE SPECIFICATIONS AND SCOPE OF SERVICES

1. **PERIOD OF PERFORMANCE:** The period of performance for this Agreement shall commence with the start of the new school year for 2022-2023, beginning on or about August 1, 2022 and continuing through the summer school program in 2025, ending on or about July 31, 2025, with two (2), one-year extensions by mutual written agreement subject to the terms and conditions of the Agreement.
2. **SCOPE OF SERVICES:** The services shall consist of furnishing school bus and or full size van (each a "vehicle") transportation as required for special education students and other persons designated by the Agency, to and from points as directed. Such transportation to be furnished by means of vehicles herein specified and at such times and places as shall be specified by the Agency. The Agency reserves the right to change school hours, adjust starting times, increase or decrease service and to make periodic increases in the number and type of vehicles required. "Vehicle" is defined as ambulatory school bus, wheelchair school bus, full size van, or any other vehicle deemed necessary by the Agency.
3. **INFORMATION FOR STATE REPORTS:** The Contractor will supply the Agency with information to enable the Agency to apply to the California Department of Education for reimbursement for student transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the California Department of Education from time to time shall be a part of this Agreement. The Contractor further agrees to submit the following information to the Agency on the form(s) provided by the Agency:
 - 3.1. A monthly report if requested by the member district showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for specified days.
 - 3.1.1. Number of vehicles used to transport the students.
 - 3.1.2. Number of days transported.
 - 3.1.3. Total home to school miles and other miles, i.e. field trips, accounted for separately.
 - 3.2. An annual report showing the average number of students transported.
 - 3.3. Other relevant information as may be requested.

4. SERVICE REQUIREMENTS: During the term of the Agreement, the requirements for student transportation services shall be as follows:
 - 4.1. Special Education Home to School Services – Regular School Year:

Student transportation services shall be provided to meet the Agency’s special education transportation needs or home to school transportation during the regular school year. Transportation services may also be required to transport students to special services offered during the school day. Home to school transportation shall include day care arrangements. The school calendar year covers the months of August through June, inclusive. The vehicles contracted for are estimated to be required for each of 200 school days. The individual calendars for each of the schools being served may vary depending upon the district where each is located. Each school operates approximately 180 days but the overlap in school opening and closing dates and holiday periods will extend the total days of operation. Regular school year transportation may overlap extended year (Summer School) transportation.
 - 4.2. Special Education Home to School Services – Extended Year (Summer School):

The Special Education extended year (Summer School) covers a portion of the months June, July, August and September. The vehicles contracted for are estimated to be required for each of approximately 30 school days. Extended year (Summer School) transportation may overlap regular school year transportation.
 - 4.3. Out of Boundary: The out of boundaries are determined by the Agency. The boundaries are as follows:
 - 4.3.1. School site that is not within SELPA 1, 2, or 7 or SCCOE site location in SELPA 3
 - 4.3.2. Student’s pick up or drop off address out of the boundary of Fremont Union High School District, Los Altos Elementary School District, Mountain View/Los Altos Union School District, Mountain View Whisman School District, Santa Clara Unified School District, and Sunnyvale School District.
 - 4.3.3. Student's alternate address that is outside of the district of residence boundary
 - 4.3.4. Scribbles and Giggles daycare center in Saratoga is not considered out of boundary.
 - 4.4. Other Services: Other student transportation services may be requested for school sponsored activities such as field trips and work experience programs.

- 4.5. Routing and Scheduling: Routes will be defined as having AM, PM, and possible Midday runs all of which will be included in the minimum 6 hour daily rate.
- 4.5.1. The Agency shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in the Agency's opinion, such changes would result in increased vehicle and seat utilization or better service to students or schools. If changes are required, Contractor will cooperate closely to implement required changes as quickly and smoothly as possible.
 - 4.5.2. The written approval of the Agency is required for the addition of any vehicles to the Agreement or to any vehicle modification which will result in any increase in overall charges to the Agency.
 - 4.5.3. Maximum ride times are ninety minutes, with exceptions approved by the Agency.
 - 4.5.4. Implementation of routing and scheduling changes shall occur within five working days.
- 4.6. Route Schedules: The Agency is responsible for creating and maintaining the route schedules. The Contractor is not to make changes to routes, with the exception of student pick up and drop off times, without approval from the Agency. Any suggestions from the Contractor for route changes must be submitted to the Agency in writing and may not start until the Agency approves the changes in writing. Exceptions may be made for emergency situations with the Agency's approval.
- 4.6.1. Special Education students shall not be picked up more than ninety minutes prior to the scheduled arrival time at the school site, without prior approval from the Agency. No Special Education student shall be required to ride or be in transit between home and school for more than ninety minutes, except upon approval by the Agency. Students may arrive at their assigned schools no later than ten minutes prior to the start of their classes and must be picked up within ten minutes after the close of their classes.
 - 4.6.2. Children are not to be transferred to another vehicle going to or coming from school, except in case of emergency or breakdown, or unless the schedule calls for such transfer on school property.
 - 4.6.3. The Contractor will provide a direct phone line and e-mail capability to their dispatch/scheduling office to be used by the Agency for the purpose of communicating with the dispatcher/scheduler concerning scheduling changes, emergencies, resolving complaints, problems, etc.

4.7. Unsatisfactory Services: The Agency may provide Contractor with a written notice of unsatisfactory service on any route or schedule. The Contractor shall investigate and reply to the Agency's Transportation Representative within twenty-four (24) hours. Depending on the severity of issue, route adjustment to staffing and/or equipment will occur within an Agency approved time.

5. EQUIPMENT REQUIREMENTS

5.1 Inspection and Maintenance of Vehicles, Terminals, and Driver In-Service: The Contractor shall keep and maintain all vehicles in good operating and running condition, and in a clean and satisfactory condition, and in order to ensure the same, the Contractor will make the vehicles available in the Contractor's garage for inspection by the Agency's representatives. The Agency may inspect vehicles, terminals and attend a driver in-service prior to award of contract and at any time after award of contract to ensure that all are maintained in a satisfactory condition. Contractor will follow and meet all expectations associated with state, and county health guidelines.

5.2. Buses: All buses shall at all times be properly certified by the California Highway Patrol and meet all requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code.

5.3 Vans: All vans utilized under this Agreement shall be designed for carrying no more than 10 persons, including the driver. All vans shall at all times meet applicable requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code.

Notwithstanding California Public Utilities Code section 5353, subdivision (b), Contractor shall meet all requirements under Public Utilities Code section 5374 in using vans under this Agreement, including, without limitation, requirements relating to vehicle maintenance and inspections.

5.4 Required Modification of Equipment: Any installation or modification of equipment required by a change in law or regulation shall be made by the Contractor at Contractor's expense and certified by the California Highway Patrol.

5.5 Stand-by Vehicles and Drivers: Contractor shall at all times keep ample stand-by vehicles, regular/wheelchair buses and vans, and drivers available (equal to 10% of vehicles and drivers in regular service) to ensure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Stand-by vehicles and drivers shall meet the same requirements as vehicles and drivers assigned to regular runs.

- 5.6 Two-Way Radios: Contractor will provide two-way radio equipment ensuring communication with a base station dispatch terminal for each vehicle serving the Contract and will follow FCC guidelines. In addition, Contractor will maintain sufficient spare mobile two-way radio units to ensure communications capability at all times. Citizen Band radios are not acceptable. Failure to maintain each radio in good working order at all times when such vehicles are being assigned to transport students shall be a material breach of this Agreement.
- 5.7 Car Seats and Seat Belts: All students transported will be required to use seat belts. Contractor will provide the required wheelchair tie-downs, car seats, harnesses and vests based on age and condition of the passengers as specified in the IEP, for their comfort, medical needs, and safety.
- 5.8 Transportation of Medication: Contractor will transport medication to accompany the student and convey the medication to the designated responsible person. Medication will be stored in a labeled, clear, plastic bag and placed in the student's backpack at the front of the bus. The driver will not be responsible for the administration of any medication, including EPI Pens. The Driver's responsibility will be to notify or cause to notify emergency medical service (911).
- 5.9 Air Conditioning: Vehicles with air conditioning must be provided for all Agency routes where air conditioning is required for students on their IEP.
- 5.10 Cameras: All vehicles must be equipped with cameras, with interior view of all seated riders along with audio.
- 5.11 Route Placards: All vehicles shall have route changer placards mounted on the outside right side of each vehicle.
- 5.12 Replacement Availability: The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle becomes disabled.
- 5.13 CHP Rating: Prior to commencement of Services, and each subsequent year thereafter, Contractor must provide Agency its Annual California Highway Patrol Terminal Inspection with a satisfactory rating. If there is any change to terminal rating during the contract term, Contractor must notify Agency immediately and provide the most current inspection report.
6. IDENTIFICATION: The Contractor shall assign to each vehicle an "Identification Number" (to be carried or marked by six inch numerals painted on either all four corners of the vehicle or on the front corners and rear center of the vehicle) and furnish the Agency the description of each vehicle and number on or before August 25th of each year. Contractor shall not use any markings or lettering which identifies

such vehicles or equipment with or as operated by the Agency. Route identification signs are not included in this prohibition.

7. SENATE BILL 1072-CHILD SAFETY ALERT SYSTEM: Prior to commencement of service, the Contractor shall provide Agency with written assurance that Contractor is in full compliance with Senate Bill 1072, and all regulations adopted thereunder, including, without limitation requirements for the specifications, installation, and use of child safety alert systems.
8. DRIVERS' QUALIFICATIONS: The Contractor shall provide drivers who are trained and licensed in accordance with the California Laws, Rules, and Regulations governing the operation of school transportation vehicles, Federal Laws Governing Class A or B License holders and experienced with the regulations, handling, and supervision of special education students. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.
 - 8.1 Contractor shall follow DOT mandated drug testing requirements for employees.
 - 8.2 Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
 - 8.3 Pursuant of Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). The certificates of completion are attached for the District's files. Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if direct by the governing board of the District upon recommendation of the local health officer.
 - 8.4 Drivers shall be required to check in with Contractor for messages each morning as they begin their route.

- 8.5 A driver shall contact dispatcher immediately upon determination that the route shall be in excess of ten minutes late in delivering a student. Dispatcher shall immediately notify all necessary persons, including parents/guardians.
- 8.6 Following California Department of Education guidelines, the Contractor shall employ at least one full-time trainer and safety instructor who will also personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency. Driver records shall be made available for review by the Agency upon request.
- 8.7 The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor further agrees that the Agency shall have the right to require removal from service any person or driver who, in the opinion of the Agency, is not qualified to operate a vehicle for service to the operating and safety standards required by the Agency.
- 8.8 Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group, organization, district or agency which will in any way interfere with the Contractors ability to comply to the full extent of the contract with the Agency and the requirements contained therein.
- 8.9 Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.
9. FINGERPRINTING AND CRIMINAL RECORDS CHECK: The Contractor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigation of its employees. The Contractor shall not commence Services under this Agreement nor permit any contact with member district pupils or be present on any school site until such time as the Contractor has completed and submitted the Fingerprinting/Criminal Background Investigation Certification. The Contractors responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by Agency member districts and/or acting as an independent contractor. Verification of compliance with this section shall be provided in writing to Agency prior to the commencement of the agreed services and prior contact with students.
10. MANDATED REPORTER TRAINING: In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, Contractor, its employees, intern, volunteers, subcontractors, agents and representatives who will or may have access to students through this

Agreement shall complete mandated reporter training provided by California Department of Social Services (CDSS). Pursuant to this Agreement, Contractor and its employees, agents, interns or volunteers working with or around students shall be identified as a mandated reporter and must complete an CDSS mandated reporter acknowledgement form and CDSS mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

11. VEHICLE AIDES: The applicable school district of residence or county office of education shall employ and assign, at the request of the Agency, vehicle aides or attendants for students when an aide is required on their IEP.
12. DRY-RUNS: Dry-runs will be conducted for all routes prior to the beginning of a new school year and/or summer session. Parents will be notified of approximate student pickup and drop-off times in writing prior to the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the Agency. The drivers' orientation shall include, but will not be limited to, student management, relationships with the school and the general public, discipline on the vehicle, and other pertinent information. The cost of said dry-runs and driver orientation shall be borne by the Contractor.
13. 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.
14. SAFETY PROGRAM: Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel as it relates to the safety of students transported for the Agency. Contractor is to provide for an annual Emergency Exit Drill for each student transported. Records of these drills shall be maintained as a permanent record and may be reviewed by the Agency.
15. TRANSPORTATION SAFETY PLAN: The Contractor shall provide a copy of its Transportation Safety Plan upon request. Contractor's Transportation Safety Plan must address, at a minimum, all areas and requirements of Senate Bill 1072, and all regulations adopted thereunder including, without limitation, boarding and exiting, and procedures to ensure a pupil is not left unattended on a vehicle.
16. PASSENGER MANAGEMENT: Contractor shall recognize its responsibility to the Agency for the maintenance of passenger management as an inherent factor to the safety of all persons aboard a school bus or van route. The driver is to report to the Contractor any student issues that may arise in the form of a written report. The proper form will be provided by the Agency. The following guidelines (among others)

shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable student behavior.

- 16.1 Student behavior problems that occur in the vehicle will be documented on an incident report form, provided by the Agency, defining the problem behavior. The Contractor will send a copy of the incident report to the Agency. The Agency will send a copy of the incident report to the district of residence who is responsible for sending it to the school administrator. The school administrator is responsible for notifying the parent/guardian.
 - 16.3 Any disciplinary action to be taken regarding the student shall be determined by the district of residence or County Office of Education, in collaboration with the Transportation Manager per the SVJPTA Policies and Procedures Handbook.
 - 16.4 In general, the driver is not authorized to remove students from the vehicle. In serious circumstances when a student is endangering the safety of other riders, an offender may be ejected immediately into the custody of a school administrator and/or parent or guardian. If such action is taken, the driver must notify the Dispatcher by radio, who will notify the Agency immediately.
17. MINIMUM STAFFING BY CONTRACTOR: To ensure the Agency responsible service for transportation activities, the Contractor may employ and maintain a local management group qualified to perform assigned duties. Such assignments may include, but not be limited to a manager responsible for overall responsibilities for the operation, a staff person assigned for safety and training, a director of operations, and a dispatching staff. Nothing in this section would prohibit the holding of more than one position by any person.
- 17.1 Vehicle maintenance shall be directed by a person experienced in the school bus mechanical repairs field. Mechanical staff to be fully qualified and certified to perform maintenance service on school buses as provided under California laws now applicable and those laws subsequently enacted in this respect. All personnel assigned to perform under this contract shall be subject to continuous approval by the Agency and by the Contractor.
18. TERMINAL/OFFICE STAFFING: The Contractor's terminal must be open and operated by office staff from 6:00 AM or by the start time of the first route out in the morning. The terminal must be open until the last driver has called into the terminal that the route is over for the day. The Contractor will designate one person for 24/7 contact by cell phone for emergencies.
19. RECORD AND ACCIDENT REPORTS: Contractor shall be required to provide those reports and records deemed necessary by the Agency for proper knowledge of, and evaluation of, the transportation services provided to the Agency.

Contractor shall make all necessary reports to law enforcement, CHP and to the Agency. Contractor will follow up with copies of all accident reports to the Agency within twenty-four hours of the accident.

20. CONTRACTOR RECORDS AND REPORTS UPON AGENCY'S REQUEST: Contractor agrees to provide the Agency with periodic reports as requested by the Agency including, but not limited to, the following:

20.1 Monthly report on all late (over 10 minutes) or missed trips, with cause of problem and corrective action taken.

20.2 Copies of all additional trip records showing schedules, number, type of trip, number of students carried, time of trip and miles traveled.

20.3 Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on Contractor's vehicles.

20.4 Access to vehicle operational and maintenance cost records. Contractor agrees that any and all routing information, whether developed by Contractor or Agency, is the property of the Agency. Contractor has no proprietary right to any such information.

20.5 Copies of the drivers' evacuation reports.

21. DRIVER ASSIGNMENTS: Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times other drivers are to be assigned to the regular route is in the event of illness, resignation, or dismissal of the regular driver. The Contractor understands that this item is a material and essential term of the Agreement.

22. AGENCY/CONTRACTOR COOPERATION: Contractor shall assign all drivers in keeping with the safety of the students. Contractor shall cooperate with the Agency in maintaining a good public relations program. The Agency and Contractor will establish the following guidelines for contact and cooperation:

22.1 Contractor agrees to provide the Agency with approximate number of vehicles and drivers available four (4) weeks prior to the start of ESY or Regular School Year.

22.2 The Agency agrees to provide Contractor with the approximate number of routes two weeks prior to the first day of ESY or regular school year.

- 22.3 Establish a directory of personnel in each organization to contact for every type of communication.
- 22.4 Contractor agrees to provide the Agency with a written summary “daily turnover” regarding any issues or situations that require agency notification.
- 22.5. Establish procedures for all communications to be confirmed in writing by both parties.
- 22.6 Establish procedures for dealing with disputes involving routes, schedules, student conduct, public relations, and other operational problems that may arise.
- 22.7 Establish a direct telephone line between the Agency and Contractor.
- 22.8 Establish such other written guidelines which may be required to ensure effective communication and cooperation between the office of the Agency and Contractor at all times.
- 22.9 If requested, the Contractor will provide the Agency with a two-way radio for monitoring purposes only of assigned vehicle routes to the Agency.
- 22.10 The Agency and Contractor agree to respond with the corrected action taken within three (3) working days or as soon as practical as determined by the situation.

BID FORM AND PROPOSAL

To: Governing Board of Silicon Valley Joint Powers Transportation Agency (“Agency”)

From: _____
 (Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the Contract Documents for the following contract:

Student Transportation Services Bid
 Bid No. 21-22-01

(“Contract”) and will accept in full payment for the Services at the following prices, which includes all taxes, insurance, bonds, license fees, permits, or any other expense:

HOME TO SCHOOL TRANSPORTATION:			
Daily rate per vehicle for Special Education Students – Full Size Van service (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$
Daily rate per vehicle for Special Education Students – Ambulatory School Bus (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$
Daily rate per vehicle for Special Education Students – Wheelchair School Bus (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$
SUMMER SCHOOL TRANSPORTATION:			
Daily rate per vehicle for Special Education Students – Full Size Van service (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$
Daily rate per vehicle for Special Education Students – Ambulatory School Bus (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$

Daily rate per vehicle for Special Education Students – Wheelchair School Bus (minimum 6 hours)	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$
ADDITIONAL CHARGES:			
Hourly Rate over 6 hours for:	For 2022-2023:	For 2023-2024:	For 2024-2025:
1.) Full Size Van	\$	\$	\$
2.) Ambulatory School Bus	\$	\$	\$
3.) Wheelchair School bus	\$	\$	\$
Field Trips Minimum 2 hour, per hour rate	For 2022-2023: \$	For 2023-2024: \$	For 2024-2025: \$

Bid submitted for: () All Students () Fifty Percent (50%) of the Students

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands the scope of Services required in this Proposal and agrees that its Proposal, if accepted by the Agency, will be the basis for the Bidder to enter into a contract with the Agency in accordance with the intent of the Contract Documents.
2. The undersigned agrees that if its bid is submitted for “All Students,” the above prices will continue to be valid if the Agency elects to award the Contract for transportation of students from one or more member districts to another contractor who has submitted a lower bid to transport a portion of the student population.
3. The undersigned agrees to commence service under this Contract on the date established in the Contract Documents.
4. The undersigned has notified the Agency in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contracted the Agency before the bid date to verify the issuance of any clarifying Addenda.
5. The following documents are attached hereto:
 - ❖ Bid Bond on the Agency’s form or other security
 - ❖ Bidders Information Form
 - ❖ Bidder’s Statement Regarding Insurance Coverage
6. Receipt and acceptance of the following addenda is hereby acknowledged:

No._____, Dated	No._____, Dated
No._____, Dated	No._____, Dated
No._____, Dated	

7. Bidder represents that it is properly licensed to do business in the State of California and to perform the Services to be performed.
8. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Services to be performed.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, S12650 et seq.), the Agency will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. Bidder acknowledges and agrees that the Agency reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

Furthermore, Bidder hereby certifies to the Agency that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20_____

Name of Bidder _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

E-mail _____ Web page _____

END OF DOCUMENT