



**SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629**



**Oak Grove School District
6578 Santa Teresa Boulevard
San Jose, CA 95119
PHONE 408-227-8300 FAX 408-227-2719**

**PURCHASING DEPARTMENT BID
DUE DATE: AUGUST 31, 2022
at 2:00 P.M.**

BID NO. TRA-097-06-22-629

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oak Grove School District, ("District"), of Santa Clara County, California, acting by and through its governing Board, ("Board"), will receive up to, but not later than 2:00 P.M. on August 31, 2022, sealed bids for the award of a contract for:

SPED HOME TO SCHOOL TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

All sealed proposals will be received at the Oak Grove School District Purchasing Department, located at 6578 Santa Teresa Blvd., San Jose, CA 95119, on or before the time stated above. Proposals will be opened at the above stated time and place, however, no commitment will be made at that time until all proposals are evaluating for required documents, pricing, specifications and other pertinent information. Proposals received after 2:00 p.m., August 31, 2022 will not be considered and will be returned unopened. No fax or electronic submissions of the proposal will be accepted.

Each proposal must conform with, and be responsive to this invitation, the Information to Bidders, the Specifications, and to the contract documents Prospective bidders may secure bid documents from the Oak Grove School District website at www.ogsd.net/departments/business/purchasingwarehouse or by emailing the Oak Grove School District Purchasing Department at purchasing@ogsd.net. All proposals must be sealed and clearly state on the lower left side of the envelope the bid title and number.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

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

Ruth Martin
Fiscal Manager
purchasing@ogsd.net

Publication Dates: August 12, 2022, and August 19, 2022
Publications: Daily Journal

BY ORDER OF THE BOARD OF TRUSTEES

SCHEDULE OF IMPORTANT DATES

SPED HOME-TO-SPED HOME TO SCHOOL

TRANSPORTATION SERVICES

BID NO. TRA-097-06-22-629

Dates of Advertisement	August 12, 2022 & August 19, 2022
Bid Opening	August 31, 2022 at 2:00 p.m.
Board Approval	September 15, 2022



INFORMATION TO BIDDERS

SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

It is extremely important that all bidders READ and ADHERE to the terms and conditions, instructions, requirements, specifications and all bid documents included herein. Failure to do so may disqualify your bid.

WHERE TO OBTAIN A COPY OF THE BID

Prospective bidders may secure bid documents from the Oak Grove School District website <https://www.ogsd.net/departments/business/purchasingwarehouse> or by emailing the Oak Grove School District Purchasing Department @ purchasing@ogsd.net

INSPECTION OF BID DOCUMENTS

Each bidder receiving forms prepared by the District is responsible for inspection of the District documents for missing or illegible pages, including addenda or other indication of incomplete information provided to the Bidder.

The failure or neglect of any Bidder to receive or examine any bid documents, addendum, or other documents shall in no way relieve any Bidder from obligations with respect to his or her bid. The submission of the bid shall be taken as prima facie evidence of compliance with this section.

BID FORM

The District Bid Form included in this bid must be used for submission of the Bid. The Bid must be type written or in ink. Numbers must be stated in U.S. currency figures. The Bid Form signature page must be signed in ink and included with your bid submission.

SIGNATURE

A person duly authorized to bond the Bidder to the bid must sign the bid. By signing, the authorized person is agreeing to all the bid terms, conditions, instructions, specifications and requirements of this bid document, including all amendments and attachments.

TIME FOR OPENING

Bids and all required documents must be submitted to the Purchasing Department, 6578 Santa Teresa Blvd., San Jose, CA 95119 no later than 2:00 PM on Wednesday, August 31st. Bids received in the first minute of the two o'clock hour will be deemed late and not accepted. The District will not be responsible for late deliveries by U.S. mail or any other means.

All questions regarding bid, the terms and conditions shall be submitted via email to purchasing@ogsd.net no later than Tuesday, August 23rd 2022 @ 5:00 p.m. All answers will be sent via email to all bidders no later than 5:00 p.m., Wednesday, August 24th, 2022.

MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modifications of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

ERASURES

The bid submitted must not contain any erasures, or correction unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction surname or surnames of the person or persons signing the bid. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

EXAMINATION OF CONTRACT DOCUMENTS

The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with the conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid either personally, by written request, or by telephonic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of bids. Thereafter, all bids received shall become the property of the District.

BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS

No bonds are required for this contract. If any other bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the Specifications of these bid documents.

INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specifications, or documents, he may submit a to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or make a prime proposal.

WAIVER OF IRREGULARITIES OR INFORMALITIES

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids, or in the bidding.

AWARD OF CONTRACT

The District intends to award contracts to the responsive and responsible bidder(s) for the services described.

PAYMENT FOR SERVICES

On or about the first (1st) business day of each month, the Bidder shall submit invoices, in the form and number required by the District, for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within thirty (30) days of billing.

TERMINATION OF CONTRACT

If the Bidder, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon thirty (30) days written notice, cancel the contract in its entirety or in part, and may procure services elsewhere.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District's satisfactory evidence showing the bidder's financial resources, his experience in the field, and his organization or other factors contributing to the successful execution and completion of the contract.

FORFEITURE FOR FAILURE TO EXECUTE CONTRACT

In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, the District may declare bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter the contract and may award the work to the next lowest bidder, or may call for new bids.

ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

ADDENDA

Addenda or changes to the project specifications, if necessary, will be issued by the District prior to bid opening and any addenda so issued must be included in the bidder's proposal submitted against the project.

COMMENCEMENT OF WORK

Work on the property may not begin without the District having received the required bonds, certificates of insurance, signed agreement and purchase order acknowledgment.

REFERENCES AND BID SUBMISSION

All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed with K-8 educational institutions, and preferably for systems of the same type and size as bid, and in the local geographical area (within 100 miles). References shall include:

- Customer names, contract and title
- Address and telephone number
- Project and date completed

EVALUATION PROCESS

SPED HOME-TO-SPED HOME TO SCHOOL

TRANSPORTATION SERVICES

BID NO. TRA-097-06-22-629

Selection of the successful proposal shall be generally based on the information provided by the Contractor in response to the Request for Proposals and any subsequent interview that may be conducted. The process for selection shall occur in the following sequence:

1. Review and acceptance/rejection decision of proposals
2. Interviews (interviews will be held purely at the District's discretion)
3. Identification of best qualified firm
4. Award of contract

Evaluation Criteria

Selection of qualified Contractors will be based on the following criteria:

- Quality and completeness of submitted proposal
- Understanding of project objectives
- Project approach
- Experience and expertise with school districts
- References
- Pricing

Award will be made to the Contractor offering the most advantageous proposal after consideration of the evaluation criteria set forth below. The District is not obligated to accept the lowest priced proposal, but will make an award that is in the best interest of the District after all factors have been evaluated.

Criteria	Weight	Score	Weighted Score
Quality and completeness of submitted proposal	15		
Understanding of project objectives	15		
Project approach	15		
Experience and expertise with school districts	20		
References	15		
Pricing Overview	20		

The above weights show the relative importance of individual criteria.

Proposals Evaluation and Award Process

Preliminary Evaluation: The proposals will first be reviewed to verify if the mandatory requirements of this RFP have been met. Proposal Scoring: Accepted proposals will be reviewed and scored against the stated criteria. The evaluation process will also include a review of the references and a detailed analysis of all the information contained in the proposals.

Compliance With or Deviation from Specifications

Contractor agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Contractor's response. Contractor may submit an attachment with their proposal indicating deviations and/or exceptions. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

SPECIFICATIONS

SPED HOME-TO-SPED HOME TO SCHOOL TRANSPORTATION SERVICES BID NO. TRA-097-06-22-629

Introduction & Scope

The Oak Grove School District serves the communities of South San Jose. The District has three comprehensive junior high schools, and sixteen elementary schools serving over 8,600 students.

The District seeks a supplemental transportation Contractor to provide transportation services district wide and out of district, as deemed necessary by the District. The District requires that the Contractor provide the management expertise, the necessary regular and standby drivers, vehicle mechanics, and driver training and safety personnel and all vehicles and special needs equipment. The Contractor shall be responsible for all costs associated with the operation of their vehicles. The District wants qualified bidders to provide transportation in 7 or fewer capacity vehicles. There will be approximately 3-5 routes daily and the district would like to have 5 vehicles ready when needed as backup. **The contractors start date will be September 16th 2022.**

Contractors responding to the Request for Proposal are advised that if successful bid is assigned to them, the District has the right to withdraw from any subsequent contract with written notice of 30 days for sub-standard performance.

Scope of Work / Expectations

Contractor is responsible for furnishing all transportation vehicles, equipment, labor, and safety devices to provide specialized transportation services, and completely supervise and direct the work specified in this bid. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of all persons employed by the Contractor.

Contractor will take all precautions necessary to protect health, life, and property.

Contractor to provide passenger direct rides and shared rides (riders with different destinations may be picked up and/or dropped off along the way of other rider's destinations).

Contractor to provide transportation services between the hours of 5:45 a.m. – 6:00 p.m. (or until services are complete for the day), Monday through Friday.

Contractor to provide transportation services within the District and/or outside the District with other School Districts.

Contractor to provide a reservation and scheduling service that can take calls or messages 24 hours a day, 7 days a week.

On an emergency basis, at a minimum, Contractor must provide a fleet of vehicles comprehensive enough to provide service to all riders within a 30-minute pick-up window from the requested time of service. This means the vehicle will pick-up a rider at any time within the 30-minute pick-up window.

Contractor to provide at a minimum, service that goes from rider's pickup location to his or her destination point.

Contractor to accept cancellations from District's route scheduler and/or student's parent/guardian.

Contractor to provide immediate notification of any and all accidents when a District student is on board by contacting District Transportation Department.

All Contractor vehicles must possess the applicable class of driving permit in each vehicle.

Contractor will allow a Personal Care Attendant (PCA) to ride with the District's eligible passenger.

Per ADA requirements, Contractor will allow a passenger to bring a guide dog or other acceptable service animal that has been trained to help the passenger with their functional limitations.

Contractor will allow a passenger to bring a respirator, portable oxygen (attached to the rider's wheelchair if available), or other life support equipment as long as it does not violate laws or rules related to the transportation of hazardous materials. The equipment must be small enough to fit in the vehicle and be managed by the rider.

Contractor's vehicles must be fitted with GPS tracking. Upon request, tracking reports must be promptly provided to the District.

The Contractor must contact the parent / guardian of the student to introduce the driver and establish a pick-up and drop-off schedule.

The Contractor will provide a consistent driver for each student.

SUPPLEMENTAL SPECIFICATIONS
SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

Program Description

This program provides to and from school, routed, scheduled specialized transportation services to special education students with or without physical disabilities. The transportation services needed may be within the District and/or outside the District boundaries.

Contractor Experience

Bids shall be accepted only from Contractors with at least five (5) years of experience providing pupil transportation for school districts with similar size, transportation operations and with demonstrated ability in starting up operations of this scope.

Term

The period of performance under this Contract will be from date of award through June 30, 2023. The term of this agreement may be extended by four (4) additional one (1) year increments, which the District may exercise at its sole discretion. Request for price increase/decrease must be negotiated sixty (60) days before Contract renewal date.

Service Description

Transportation services include both fixed-route and on-call service, and in some cases may need to be provided per the requirements outlined in the Americans with Disabilities Act (ADA). Trips may be one way or round trip. Service coverage hours are from approximately 5:45 a.m. through approximately 6:00 p.m., or whenever last trip is to be served.

The basic service policy is curb-to-curb. This type of service requires the rider to be at the curb in front of their home address within five (5) minutes of the pickup time.

Ride Arrangements

The District Transportation Department is responsible for making trip reservations and arrangements. At no time will the Contractor transport a student of the District without receiving direction from the District to do so. The District will not pay for transportation not authorized by the District. The Contractor will not transport a passenger(s) who has not been authorized by the District while a student(s) of the District is on board the vehicle.

Service Scheduling

Scheduling requirements are defined by the District's Transportation Department. The Contractor must comply with daily routing and scheduling needs. The District may request, as necessary, changes to routing, pick-up and drop-off times to accommodate routing efficiencies and reduce costs. The District may request transportation services verbally or in writing. Verbal orders must be acknowledged by the Contractor within five (5) calendar days from the date of the order on the Contractor's standard order confirmation form.

Execution of Routes

The District shall provide the Contractor with information pertinent to transportation of students. Said information shall include the students requiring transportation and their respective addresses, pickup/drop-off locations, school name, bell times and special equipment needed (i.e. car seats, safety vests/harnesses and wheel chairs) and Student Aid details (if applicable). Additionally, the District will provide details regarding District Specific Requirements and the addresses for each school in the District for which transportation services will apply.

The Contractor shall ensure that all vehicles assigned for student pickup shall arrive at the pick-up location on-time; Contractor to define methodology for verification of in time performance and monitoring overall trip performance. If the student is not ready for pick-up at the scheduled pick-up time, the Contractor is to wait two (2) minutes past the regular scheduled pick up time. 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.

If, when returning a student to home, the parent(s) or other previously arranged responsible party is not available to receive the student, the Contractor shall attempt to contact the parent(s) by phone for instructions. If the parent is unreachable or unavailable, or if the parent instructs the Contractor to take actions that the Contractor finds objectionable, the Contractor shall contact the District for instructions. If the Contractor is directed to return the student to school, or if the Contractor is unable to reach either the parent(s) or the District, the Contractor shall attempt to return the student to a District employee at the student's school after returning all other students on the route to their homes. If no District employee is available at the school, and the Contractor is still unable to reach the parent(s) or the District, the Contractor shall deliver the student to the nearest office of law enforcement and inform the District as to the location where the student was dropped off. The District will compensate the Contractor for the extra miles incurred as a result at the per mile rate indicated in the Contractor's proposed pricing formula.

All students will require seat belts as well as age appropriate child restraint equipment such as booster and/or car seats (when designated by the District) for van transportation.

Performance Standards

- The maximum amount of travel time for each passenger is 80 minutes per one-way trip. Any variation from this standard, except in emergencies, must be approved by the District's Transportation Department prior to provision of the service.
- Schedule adherence is defined as 95% of passengers picked up and dropped within 2 minutes, and 100% within 5 minutes of scheduled pick- up and drop-off time.
- Wheelchair passengers shall be properly secured according to the current code of Federal Regulations, and passenger safety standards.

- Professionalism and courtesy of Contractor's drivers, along with an adequate level of comfort and safety of the vehicles used, will be continuously monitored with our end users to ensure standards are maintained.
- Contractor's vehicles must be equipped with Global Positional System (GPS) tracking, and upon request, Contractor must provide to the District fleet tracking reports, including but not limited to activity detail reports, landmark reports, and efficiency reports.

Drivers

- The Contractor, and if applicable, his subcontractors will recruit, hire, train, and supervise the drivers who are to provide this service. The drivers will be employees or agents of the Contractor or his subcontractors, not employees of the District, and will not act as, or represent themselves as, employees or agents of the District.
- The Contractor, and if applicable, his subcontractors are responsible for paying drivers' wages and benefits. All wages will be in compliance with California's State's minimum wages.
- The Contractor is responsible for the accuracy of his or subcontractors' vouchers, billings, logs, or invoices produced by drivers pursuant to this Contract.
- Drivers engaged for this service will be required to possess a valid driver's license applicable to the type of vehicle driven.
- The Contractor and his subcontractors shall be responsible for monitoring drivers' licenses, permits, and criminal background checks to ensure that all drivers providing services to the District under this Contract are in full compliance with Federal, State, County, and Municipal requirements.
- The Contractor agrees to comply with all California State Department of Transportation drug and alcohol testing requirements applicable to any drivers providing service to the District under this Contract. Cost of compliance with said requirements are the responsibility of the Contractor.
- The Contractor and/or his subcontractors, if any, must provide training for each driver providing service under this Contract.
- The Contractor shall notify District's Transportation Department immediately if the Contractor and any subcontractors are served with a notice of violation of any law, regulation, permit or license which relates to this Contract.
- The Contractor is to ensure that these requirements are clearly communicated and agreed to with subcontractors.

Vehicles

- The Contractor shall have access to a sufficient number, capacity, and type of vehicles (cars, vans, minibus, etc.), to ensure meeting the District requirements for each day.
- Replacement vehicles must be provided within a reasonable period of time of the scheduled pick-up or drop-off time. The Contractor must have access to a sufficient

number of back-up vehicles that can provide uninterrupted service in the event that vehicles are out of commission due to maintenance issues or vehicle breakdowns.

- Every vehicle must have an operating heating / air conditioning system as required.
- Every driver / vehicle must have an operating two-way radio or cellular phone for providing two-way communication with the base dispatch center. Contractor's, or if applicable, subcontractor's dispatch center shall have communication equipment capable of immediate communication with all drivers / vehicles in service at all times.
- The Contractor and his subcontractors will maintain the vehicles in good working order through a program of prompt repair and routine maintenance, and keep the vehicles clean through a continuous cleaning program.
- The Contractor and his subcontractors shall maintain accurate vehicle maintenance records.
- The District reserves the right to inspect vehicles utilized by the Contractor or his subcontractors for this service, and to require the removal from service of any vehicle not in compliance with the standards set forth herein.

Reporting

- The Contractor shall report immediately to the District's Transportation Department all accidents; all passenger injuries; all police contact; any occasion in which a scheduled passenger cannot be found for a return trip; any medical problems occurring en route which require emergency medical attention; all illegal activity; all inappropriate behavior; or any other problem or event which affects or could affect the physical and emotional well-being of a passenger. A copy of the incidence report(s) shall be provided to the District when requested.
- The Contractor shall immediately report in writing to the District's Transportation Department, any passenger loading problems, repeated passenger lateness, failure to show up, or other problems which affect the quality of service for other riders, or increase the cost of the service.
- The Contractor shall promptly provide to the District's Transportation Department all vehicle and passenger data reports requested, including but not limited to; number of service days, number of service hours, number of hours, miles, and passengers per day per route.

Hold Harmless

Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in

this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

General Liability Insurance

Contractor must carry a commercial general liability insurance policy with limits of **Two Million Dollars (\$2,000,000)** per occurrence for bodily injury and property damage which may arise out of this Agreement in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability to be in effect during the term of the contract. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the District, or the general aggregate shall be twice the occurrence.

\$1,000,000.00 minimum limit per occurrence covering Sexual Molestation and Abuse Liability

Contractor agrees to name District and its officers, agents, employees and representatives as additional insured under said policy and to provide an endorsement to this policy evidencing such. **Insurance shall be written by California Admitted Insurers.**

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Automobile Insurance

Contractor will also provide automobile liability insurance with limits of **Five (5) Million Dollars (\$5,000,000)** per occurrence combined single limit for bodily injury and property damage. If an annual aggregate limit is used, either the aggregate limit shall apply separately to the District, or the aggregate shall be twice the occurrence limit or **Ten (10) Million Dollars (\$10,000,000)**. **Insurance shall be written by California Admitted Insurers.**

All policy periods shall be continuous through the term of the agreement and shall be valid and non-restrictive for interstate travel.

If awarded a contract, Contractor(s) shall provide District with certificates of insurance evidencing all coverage's and endorsements required hereunder, including a thirty (30)

day written notice of cancellation or reduction in coverage within ten (10) days of award notification.

Workers' Compensation Insurance

The contractor shall provide, during the life of this contract, Worker's Compensation insurance for all employees hired by the contractor and engaged in work under this contract, on or at the site of the project, and, in case any of the work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees. Any class of 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, on or at the site of the project, is not protected under Worker's Compensation Statute, the contractor shall provide or shall cause subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The contractor shall file with the District, certificates of insurance protecting workers. Such insurance shall have a minimum combined single coverage of **One (1) Million Dollars (\$1,000,000)**. Insurance shall be written by California Admitted Insurers.

Fingerprint Requirements

The District has determined under Education Code section 45125.1 Subdivision (C) that in performing services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1 , subdivision (A) Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services that may come in Contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

Fingerprints will not have to be redone for School Bus or (SPAB) drivers as fingerprints have been submitted through DMV. Contractor shall still have to certify in writing that all

employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor Refusal to Provide Service

Any contractor awarded a contract in accordance with the terms and conditions herein that refuses more than five percent (5%) of the jobs offered in any given month, will be considered to be out of compliance with the contract and may be put on notice and found in breach, and if not rectified immediately may subsequently be relieved of their contract with the District or be charged the difference between their bid price and the price actually paid by the District for the refused trip.

Fleet Roster

The Bidder shall provide a fleet roster of proposed vehicles, listing make, model seating capacity, air-conditioning, year of manufacture and fleet ID. Vendor may utilize the attached form or provide own fleet roster.

Attendants/Aides

The District may have a need to require that an attendant accommodate a student or students. In some cases, the awarded contractor may be required to provide the aide/attendant. The cost will be a responsibility of the District, and the District will decide if the contractor or District will provide the aide/attendant on a per case and availability basis. Attendants must always meet the approval of the District.

COVID-19 - Health & Safety Protocols.

Required COVID-19 mitigation strategies will be defined by the County of Santa Clara Public Health Department, California Department of Public Health and stipulated in the District COVID-19. Safety Plan. Health screening prior to assuming work responsibilities is required to decrease risk of transmission. Regulations regarding masks and social distance shall be followed as directed by the County of Santa Clara Public Health Department and California Department of Public Health. Screening and social distancing protocols and procedures to adhere to the District Health & Safety Plan and or the recommendations/guidelines as set forth by the County of Santa Clara Public Health Department and California Department of Public Health, ie temperature taking, social distancing, etc. Checking temperatures prior to entry of transportation may be a request of the District. If temperature checks are required per County of Santa Clara Public Health Department and California Public Health Department thermometers will then be provided by the District to each Contractor's drivers. Social Distancing measures shall be put into place per County of Santa Clara Public Health Department and California Public Health Department. Protocols and procedures will adhere to the District Health & Safety Plan or the recommendations/guidelines as set forth by the County of Santa Clara Public Health Department and California Public Health Department as guidelines flex throughout the pandemic.

COVID-19 Prevention. Contractor(s), and its drivers and employees, at Contractor's sole expense shall adhere to the any guidelines established by the California Department of

Education (CDE), the Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and the latest health directives and orders provided by the Santa Clara County Public Health Department (SCPH) regarding COVID-19 prevention (e.g. social distancing, cleaning and disinfection of high touch surfaces on buses, etc.).

COVID-19 Response Plan. Contractor(s) must include a written plan in their proposal for how they will respond in accordance to guidelines that were released in June 2020 by the California Department of Education (CDE).

LIST OF REQUIRED SUBMITTALS
SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

NOTE: The following items must be returned with your bid. Failure to submit any of the required materials may be grounds for disqualification.)

- | | | |
|-----|--|-------|
| 1. | BID FORM | _____ |
| 2. | VEHICLE LIST | _____ |
| 3. | CONTRACTORS' LIABILITY | _____ |
| 4. | NON-COLLUSION AFFIDAVIT | _____ |
| 5. | CONTRACTORS' CERTIFICATE OF WORKERS' COMPENSATION | _____ |
| 6. | CERTIFICATION OF CRIMINAL RECORDS CHECK | _____ |
| 7. | CERTIFICATE REGARDING DRUG-FREE WORKPLACE | _____ |
| 8. | CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS | _____ |
| 9. | FINGERPRINT CERTIFICATION | _____ |
| 10. | VACCINATION STATUS CERTIFICATION | _____ |
| 11. | REFERENCES | _____ |

BID FORM
SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

Cover Letter

Each proposal should include a cover letter introducing the Contractor. The cover letter should include:

- Identification of core team
- Names of contact person, phone number and fax number
- Summary of Contractor's history and projects most relevant to the District's project

Company Overview

This information should be completed in full and submitted with Contractor's bid.

Company Name: _____

Mailing Address: _____

Company Phone No: () - _____

Company Fax: () - _____

Contact Name: _____

Contact's Title: _____

Date: _____

Signature: _____

Qualifications of Bidder

Responses shall demonstrate the Contractor's overview of the project and indicate the project's complexity as well as the Contractor's ability to resolve inherent project problems.

All work proposed to be completed by the Contractor must be clearly outlined. If any of the work is being wholly or partially fulfilled by stated subcontractor(s), it must be noted in the bid response.

Contractor's Background

Contractor must provide a company profile. Information provided should include:

- Company ownership: If incorporated, the state in which the company is incorporated and the date of incorporation
- Location of the company offices, local and headquarters, if different
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP
- Company background/history
- Why Contractor is qualified to provide the services described in this RFP

- Length of time Contractor has been providing services described in this RFP
- Resumes and/or job descriptions of key staff responsible for performance of any contract resulting from this RFP
- Complete disclosure of:
 - Any significant prior or ongoing contract failures
 - Any civil or criminal litigation or investigation pending which involves the Contractor in which the Contractor has been judged guilty or liable

Experience and Competency

Provide the following:

- Proof of requisite experience to execute the work successfully and properly
- Evidence that the Contractor has performed other contracts of like nature, magnitude and comparable difficulty in a satisfactory manner

Insurance Requirements

Describe your insurance policy limits using the chart below:

General Liability	Each Occurrence	\$
General Aggregate		\$
Auto Liability – any auto (if included in CGL indicate)	Combined Limit Single	\$
Workers Compensation		\$

Within ten (10) calendar days of award of contract, the successful bidder must furnish the District with the Certificates of Insurance providing coverage as specified and naming the additional insured by endorsement. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Driver Requirements and Vetting Procedures

Contractor should include, with their bid, the processes and/or procedures used to recruit, vet and approve drivers for the transportation services of the District’s students. Include:

- Screening process
- Types of background information collected
- Criteria/standards used in identifying drivers
- Reference requirements
- Training and/or testing requirements
- Incentives for existing drivers
- Requirements for standby vehicles and drivers

Include in this section how drivers would be identified by students, parents and district staff.

Vehicle Requirements

Contractor should include, with their bid, the processes and/or procedures used when approving or rejecting vehicles to be used in the transportation of students. Include:

- Ongoing and initial inspection process
- Inspection checklist(s)
- Accident policy
- Preventive maintenance program and sample checklist(s)

- Back-up/Stand-by vehicle capabilities
- GPS capabilities

Include in this section how vehicles would be identified by students, parents and district staff.

Routing, Scheduling and Dispatch Capabilities

District Responsibilities:

The District shall provide the Contractor with a Transportation Request Form for each student at least five (5) business days prior to the first day the pupils are to be transported. The Transportation Request Form shall include:

- Student name
- Student birth date
- Daytime telephone number
- Pickup and drop-off addresses
- Arrival and departure times
- Special requirement for the student (wheelchair, harness, car seat, etc.)
- Emergency contact information

Contractor Capabilities:

Describe routing and dispatching capabilities. Include:

- Location of dispatcher(s)
- Location of router(s)
- Availability of dispatcher(s)
- Software used
- The process used when/if changes and/or additions are needed on existing routes
- Processes used for temporary adjustments to routes, or cancelled routes

Transition Plan

Describe, in detail, how Contractor proposes to transition from the current transportation model to the one proposed in the bid.

Reports

Provide a schedule of reports:

- Name of report
- When each report is available to the District
- Information contained within each report available
- Format(s) of reports

Pricing

All price proposals shall give the prices proposed, be both in writing and in figures, shall give all other information requested herein, and shall be signed by the Contractor’s authorized representative.

Proposal prices shall include everything necessary for the completion of the contract including, but not limited to furnishing all services and management required to complete the work in accordance with the contract documents. Any items described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional compensation will be allowed.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

Under “Pricing”, Price List, pricing should be expressed on per basic trip fee basis, mileage price / mile, and item fee basis. Pricing quoted in the proposal must include all elements of cost, including, but not limited to: labor, materials, tools, equipment, vehicles, maintenance, insurance, training, etc.

Please provide your pricing below:

Pricing Formula per Trip (one way)

Trip Minimum: Includes the first _____miles. \$_____

Per Mile: Applicable after _____miles. \$_____

When applicable and in addition to the minimum and mileage

Car Seat: \$_____

Wheelchair: \$_____

Aide: \$_____

Wait Time (per hour after _____minutes. \$_____

Bidder must state any additional fuel surcharge rates that will apply for all routes, based upon the D.O.E.’s Average Market Reference Price (AMRP) of regular retail unleaded gasoline that is published on the first working day of each month.

\$_____ (amount) applied per mile for each _____cent increase in the AMRP dollar per gallon.

_____No fuel surcharge will be charged to the District.

Price Changes

Requests for price increase/decreases must be negotiated 60 days before Contract renewal date.

Addenda

The undersigned has thoroughly examined any and all Addenda(s) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda.

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

Credit References

Provide 3-5 credit references. Include contact information for each.

The undersigned has read the specifications, bid instructions, contract specifications, agreement included herein, is familiar with and understands the provisions and purposes, and agrees to provide transportation in strict accordance with same, at the prices quoted herein.

FIRM NAME: _____

By: _____
(Signature of authorized agent)

(Printed or typed name of authorized agent)

Title: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

E-Mail Address: _____

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid
SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

(Public Contract Code 7106)

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS

_____, being first duly sworn, deposes and says that he or she is
, of _____ the party making the foregoing bid; that the bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not
directly or indirectly induced or solicited any other bidder to submit a false or a sham bid, and has not
directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to submit
a sham bid, or that anyone else shall refrain from bidding; that the bidder has not in any manner, directly
or indirectly, sought by agreement, communication, or conference with anyone to fix this bid price or
any other bid price or to fix the overhead, profit or cost element of this bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Agreement or anyone
interested in the proposed Agreement; that all statements contained in the bid are true; and, further,
that the bidder has not directly or indirectly, submitted their bid price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any
corporation, partnership, company, association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or a sham bid.

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2022.

(Notary Seal)

Signature of Officer

Typed Name of Officer

Office

Notary Name _____

Signature _____

Date _____

Typed Name and Title _____



CONTRACTORS' CERTIFICATE OF WORKERS' COMPENSATION

SPED HOME-TO-SPED HOME TO SCHOOL

TRANSPORTATION SERVICES

BID NO. TRA-097-06-22-629

Labor Code Section 3700

"Every employer except the State and all political subdivisions or institutions thereof, 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 authorized insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen'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 Contract. List the name and address of Workers' Compensation Insurance Company.

(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 performance of any work under this contract.)

Signature _____

Date_____

Printed Name & Title_____

Company Name _____



**CERTIFICATION OF
CRIMINAL RECORDS CHECK**

SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629

To the Board of Education of Oak Grove School District:

I, _____ (name of Consultant's authorized representative) certify that:

1. I have carefully read and understand California Education Code Section 45125.1 required by the passage of AB 1610, 1612, and 2102. See the following internet site to review code: <http://www.leginfo.ca.gov/calaw.html>
2. Due to the nature of the work _____ will be performing for the District, company employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____(date).

Signature

Typed or Printed Name

Title

Company Name

Address

Telephone

E-Mail Address

**CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

SPED HOME-TO-SPED HOME TO SCHOOL

TRANSPORTATION SERVICES

BID NO. TRA-097-06-22-629

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____

Signature

FINGERPRINT CERTIFICATION
OAK GROVE SCHOOL DISTRICT
6578 SANTA TERESA BLVD., SAN JOSE, CA 95119
Phone: (408-227-8300 EXT 100336, FAX 408-227-2719

AFFIDAVIT OF COMPLIANCE WITH EDUCATION CODE 45125.1

Education Code 45125.1 in relevant part provides:

- A. If the employees of an entity which has a contract with the school district have more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice.
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history.
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code 45125.1.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

More than limited contact as defined by Oak Grove School District:

In determining that a contract employee has more than limited contact with pupils, the District considers the following circumstances:

- A. The Contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the Contractor will be working.
- C. The Contractor will be working by themselves, without other school employee's supervision.

Please 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:
 - A. Each employee who may have contact with pupils has been fingerprinted;
 - B. The Department of Justice has provided a report on the criminal background of each employee;
 - C. No employee who may come in contact with pupils has been convicted of a crimes as defined in Education Code 45122.1;
 - D. Attached is a list of the names of each employee who may come in contact with pupils;

Any changes to the above information will be forwarded to the District immediately.

ACCEPTED BY: _____ Date: _____ Title: _____

COVID-19 VACCINATION/TESTING STATUS CERTIFICATION

SPED HOME-TO-SPED HOME TO SCHOOL

TRANSPORTATION SERVICES

BID NO. TRA-097-06-22-629

Contractor: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve must verify the vaccine status of all TK-12 school workers, effective October 15, 2021. Further, pursuant to the Order, Oak Grove School District ("District") is required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing. This Order applies to Contractor and to Contractor's employees/contractors, whether paid or unpaid, providing services to District under the Agreement ("Contractor's Personnel").

In light of these CDPH requirements, Contractor certifies that it has verified that Contractor's Personnel as of the date hereof:

- _____ Have all been fully vaccinated in accordance with the Order. Contractor's personnel have provided Contractor with proof of vaccination from a permissible source listed in the Order.
- _____ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated either (a) will not be providing services to District students or on District property or (b) will undergo weekly diagnostic testing in accordance with the CDPH Order.

The duty to verify vaccination status is an ongoing duty for the entire Term of the Agreement and as new employees are on boarded, unless and until the Order is rescinded, expires by its terms, or is replaced with other guidance. Contractor shall immediately notify District if any of Contractor's Personnel, whether vaccinated or not, test positive of COVID-19 and shall immediately remove such individual from their job duties or any contact with District students or property. Contractor shall at all times remain in compliance with all current District policies and procedures associated with COVID-19 safety.

Records of vaccination verification and testing results will be made available upon District's request Or that of the County Health Officer for purposes of case investigation.

CERTIFICATION

I am a duly authorized representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

By signing below, I under penalty of perjury that the information contained on this certification form is accurate.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____



REFERENCES

**SPED HOME-TO-SPED HOME TO SCHOOL
TRANSPORTATION SERVICES
BID NO. TRA-097-06-22-629**

List three (3) of the largest contracts with school districts in California within the last three (3) years.

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____