



Merced County Office of Education  
632 West 13<sup>th</sup> Street  
Merced, CA 95341

## **BID PROPOSAL PACKET**

Submit bids on the forms within the Bid Proposal Package in a sealed envelope plainly marked:

### **BID #2023-18** **“Merced County Office of Education Transportation Services”**

BID OPENING DATE: May 17, 2023  
BID OPENING TIME: 2:00 PM as determined by internet  
(<http://nist.time.gov/timezone.cgi?Pacific/d/-8/java>)

#### **MAIL OR DELIVER BIDS TO:**

Merced County Office of Education  
Facilities & Support Services  
2100 Cooper Ave, Ste B.  
Merced, CA 95348

#### **QUESTIONS RELATED TO BID:**

Any questions related to this bid should be directed to Joe Schoneman, Director Facilities & Support Services, Merced County Office of Education, via email to [jschoneman@mcoe.org](mailto:jschoneman@mcoe.org).

## REQUEST FOR BID PROPOSALS

Notice is hereby given that the Merced County Office of Education (hereafter referred to as the "MCOE") will accept Proposals for pupil transportation services.

Specifications and Proposal documents may be obtained by mail or in person from the Facilities Department, 2100 Cooper Ave, Ste B., Merced, CA 95348.

Bid Proposals must be submitted in a sealed envelope plainly marked: Bid #2023-18 "Merced County Office of Education Transportation Services" and bearing the name and address of the **VENDOR**. **Proposals must be received prior to 2:00 PM on May 17, 2023**, in the Facilities & Support Services Department, Merced County Office of Education, 2100 Cooper Ave, Ste B., Merced, CA, 95348. Note: It is the total responsibility of the **VENDOR** to return bids to the MCOE by the required date and time. The MCOE is closed between 12:00 P.M. and 1:00 P.M. Monday through Friday and on weekends, and holidays.

**BIDDERS** may submit pre-bid inquiries or clarification requests. **BIDDERS** are solely and exclusively responsible for submitting such inquiries or clarification requests **by 4:00 PM**, not less than SEVEN (7) calendar days prior to the scheduled closing date (**May 10, 2023**) for the receipt of Bid Proposals. MCOE will not respond to any **BIDDER** inquiries or clarification requests unless such inquiries or clarification requests are submitted timely to: [jschoneman@mcoe.org](mailto:jschoneman@mcoe.org). A copy of the request for clarification and the response thereto will be emailed to all **BIDDERS**. Corrections will be made by addenda issued to each **BIDDER**. All addenda issued during the time of bidding shall be incorporated into the bid. It is the **BIDDER'S** sole responsibility to obtain any and all Addenda prior to the bid opening and to acknowledge its receipt and review of the Addenda in its Bid Proposal. **BIDDER'S** failure to acknowledge receipt and review of the Addenda in its Bid Proposal shall render the Bid Proposal non-responsive.

Bid Proposals shall not be withdrawn by any **BIDDER** for a period of sixty (60) days after the opening of Bid Proposals. During this time, all **BIDDERS** shall guarantee prices quoted in their respective Bid Proposals.

Each Proposal shall be submitted on forms provided by the MCOE, must be signed, sealed, and accompanied by a certified cashier's check, money order, or **BIDDER'S** bond made payable to the MCOE in the amount of twenty-five thousand dollars (\$25,000). The above mentioned bid security shall be submitted as a guarantee that the successful **VENDOR** will execute a contract in conformity with the contract documents. The **VENDOR** agrees to forfeit such security in the event the successful **VENDOR** refuses to enter into a contract with the MCOE.

Each **VENDOR** shall execute and submit with their bid the required background check certification, workers compensation certification, drug and tobacco free certification and non-collusion affidavit in compliance with Section 7106 of the Public Contract Code.

Contract(s), if awarded, will be by action of Merced County Superintendent of Schools to the responsible **BIDDER(S)** who can provide proper and satisfactory services at the lowest price. Pursuant to Education Code § 39802, the MCOE may let the contract for the service to other than the lowest **BIDDER**. The MCOE reserves the right to accept or reject any or all bids or any items therein, to waive any non-material irregularities or informalities, and to contract in the best interests of the MCOE.

Steve M. Tietjen Ed.D., Merced County Superintendent of Schools

By: Joe Schoneman, Director – Facilities & Support Services

**LEGAL TO RUN: April 18th & April 25, 2023**  
Merced Sun Star P.O. #230214

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## INSTRUCTIONS TO BIDDERS

**An original and two (2) copies** of this ***Bid Proposal Packet*** supplied by MCOE shall be submitted at bid time. Every form herein, requiring signature must be completed, signed, and submitted with your Proposal. Any supplementary information you include with your Proposal must be clearly identified as "SUPPLEMENTAL INFORMATION" and placed at the very back of your completed ***Bid Proposal Packet*** (and the three copies thereof). Your completed ***Bid Proposal Packet*** and the three copies thereof shall be delivered in a sealed envelope plainly marked: Bid #2023-18 "Merced County Office of Education Transportation Services" and bearing the name and address of the **VENDOR**. Deposit with the Facilities & Support Services Department, Merced County Office of Education, 2100 Cooper Ave. Ste B, Merced, CA 95348 prior to 2:00 P.M. May 17, 2023. Late Proposals will be rejected.

### **Bid Question/Clarifications**

If any **BIDDER** has questions, finds discrepancies in, or omissions from, the bid documents, a **written** request for clarification may be submitted via email to [jschoneman@mcoe.org](mailto:jschoneman@mcoe.org), up to **Seven (7) days prior to the bid due date (May 10, 2023)**. A copy of the request for clarification and the response thereto will be emailed to all **BIDDERS**. Corrections and clarifications will be made by addenda issued to each **BIDDER**. All addenda issued during the time of bidding shall be incorporated into the bid. The MCOE will not be responsible for oral interpretations.

### **Opening of Proposals and Information Available:**

Proposals will be opened and read shortly after 2:00 P.M. on May 17, 2023, at the Merced County Office of Education, Facilities & Support Services Office, 2100 Cooper Ave. Ste B, Merced, CA 95348. Whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by MCOE after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the **BIDDER** unopened. The Proposal opening shall be open to the public. **VENDORS**, their representatives, and other interested persons may be present at the Proposal opening.

At the Proposal opening, the following information will be announced:

- A. **VENDOR'S** Name
- B. Affirmative or Negative Presence of Bond and Completed Bid Submittals
- C. Proposed Mileage Rates

### **Bid Protest Procedure:**

Any **BIDDER** submitting a Bid Proposal to the MCOE may file a protest of the MCOE's intent to award the Contract if each and all of the following are complied with:

- A) The bid protest is in writing.
- B) The bid protest is filed and received by MCOE's Facilities & Support Services Director, not more than five (5) calendar days following the date of the opening of the Proposals; and
- C) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of

the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by MCOE as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the MCOE shall review and evaluate the basis of the bid protest. The MCOE Facilities Director shall provide the **BIDDER** submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the MCOE Assistant Superintendent of Business Services will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the MCOE Assistant Superintendent of Business Services relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the MCOE Assistant Superintendent, shall be an express condition precedent to the institution of any legal or equitable proceedings relative to this bid. Failure to timely submit a written protest meeting all the above requirements shall be a complete waiver of the right to protest or initiate a legal proceeding related to this RFP. In the event that any such legal or equitable proceedings are instituted and the MCOE is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

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**TERMS AND CONDITIONS**

**1. Definitions**

Where any word or phrase defined below, or a pronoun is used in place thereof, is used in any part of this Request for Proposal, Proposal Form and Addenda, it shall have the meaning here set forth:

- BIDDER Vendor as defined below.
- ES/VCS Educational Services, Valley Community Schools.
- MCOE Merced County Office of Education.
- PROPOSALS Completed Bid Proposal Packet, addenda, certifications, affidavits, forms, bonds, and any required documents listed in Bid Proposal Packet.
- SELPA Special Education Local Plan Area, an administrative agency governed by a Board of Directors committee, for members of the Merced County Special Education Local Plan Area.
- SUPERINTENDENT County Superintendent of Schools or designated staff of the Merced County Office of Education.
- VENDOR The party/parties submitting the Proposal and or the party/parties awarded the contract.

**2. Term**

The term of this Agreement shall be **60 months** from the date of commencement of the Work as established in the Owner’s Notice to Proceed. 23/24 School year, beginning approximately August 15, 2023.

**3. Examination of Contract Documents and Conditions**

Before submitting a Proposal, the **VENDOR** shall thoroughly familiarize themselves with all Contract documents and Addenda issued before the Proposal opening. Such Addenda shall form a part of the Proposal and shall be made a part of the Contract documents. It shall be the **VENDOR’S** responsibility to ascertain that their Proposal includes and acknowledges all Addenda issued prior to the Proposal opening. If the **VENDOR** does not completely understand the Proposal and Contract conditions and requirements, they shall request such information from the MCOE. Any **VENDOR** in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the Contract Documents with the Laws shall submit a request for a clarification, interpretation, or correction thereof to MCOE. **VENDORS** are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Instructions to **BIDDERS**. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No **BIDDER** is authorized to rely on any such oral interpretation, correction, or response.

#### 4. Award, Rejection

- A) Award will be made to the responsive and responsible **VENDOR** submitting the responsive Proposal with the highest points per scoring sheet, provided that if MCOE determine that all Proposal requirements are met and that the public interest will be best served by accepting other than the Proposal with the highest points per scoring sheet. In the case of a tie for highest points per the scoring sheet, the **VENDOR** with the lowest total cost will receive the award. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest **BIDDER**. MCOE reserves the right to accept or reject any or all Proposals and any part thereof and to waive all any irregularities or informalities in any Proposal or in the bidding. A responsive Proposal shall mean a Proposal which conforms to and complies with requirements of the RFP and Contract Documents. A Proposal that does not conform to material bidding requirements, as reasonably determined by MCOE, is subject to rejection for non-responsiveness. If any **VENDOR** to whom an award is made refuses, or fails to execute and return the Contract Agreement, or the required faithful performance bond and insurance referred to in Paragraphs 7 and 8 hereinafter, MCOE may, at its option accept the Proposal of, and make the award to another **VENDOR**. In the event that there are no other **VENDORS**, or if no other Proposal is acceptable, MCOE may enter into a Contract with a person, firm, or corporation able and willing to satisfactorily furnish the said transportation service. The determination by MCOE as to which **VENDOR** is successful shall be final. **Notwithstanding the foregoing, MCOE reserves the right to award to multiple VENDORS to complete all or a portion of the scope of work described herein.**
- B) In addition to bid pricing, MCOE will take into consideration, but is not limited to, the following criteria in making the award (Refer to Appendix A, **VENDOR** Questionnaire):
1. **VENDOR'S** experience, financial responsibility and capability.
  2. **VENDOR'S** safety record and driver training program.
  3. Assurance that the **VENDOR** can be in effective operation by date of Contract.
- C) **VENDOR** will be required to furnish evidence of their ability to comply with the CALIFORNIA RULES AND REGULATIONS GOVERNING THE OPERATION OF SCHOOL TRANSPORTATION VEHICLES AND CALIFORNIA AND FEDERAL MINIMUM STANDARDS GOVERNING SCHOOL TRANSPORTATION VEHICLES, effective the date of the Contract, as issued by the California Department of Education.
- D) Do not modify bid documents: Additional terms, exceptions, modification of MCOE bid documents, or counteroffers may cause a bid to be deemed non-responsive and thus subject to rejection.
- E) **CONTRACT DOCUMENTS:** The complete Contract includes the Request for Proposal, Proposal Form, Offer To Provide Transportation Services, **VENDOR** Questionnaire (Appendix A to Proposal), Student Transportation Services Agreement (Appendix B). Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

## 5. Indemnification

- A) Unless arising solely out of the active negligence or willful misconduct of MCOE, the **VENDOR** agrees to hold the Special Education Local Plan Area (SELPA) members, SELPA Board of Directors, MCOE, MCOE's Governing Board, and MCOE's directors, officers, employees, agents, and/or consultants/representatives harmless from any and all claims and liabilities for damages to all persons and/or property including, but not limited to, employees of the **VENDOR** and heirs of employees of the **VENDOR**, arising out of and in the course of the performance of this Agreement.
- B. Unless arising solely out of the active negligence or willful misconduct of MCOE, the **VENDOR** shall indemnify, defend, and hold harmless the SELPA members, SELPA Board of Directors, MCOE, MCOE's Governing Board, and MCOE's directors, officers, employees, agents, and/or consultants/representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the transportation services provided. The **VENDOR**'s obligations hereunder include claims for or related to, without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the **VENDOR**, its employees, agents and independent contractors. The **VENDOR**'s obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

## 6. Civil Rights, Non-Discrimination, and Sexual Harassment

The successful **VENDOR** agrees that he/she will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to, the Regulations of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to the Title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs or activity for which the **VENDOR** receives Federal financial assistance from the Department: and hereby gives assurance that he/she will immediately take any measures necessary to effectuate this agreement.

The **VENDOR** shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The **VENDOR** shall comply with all applicable laws, ordinances, rules, and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

It is the policy of MCOE to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All **VENDORS** agree to comply with MCOE's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all **VENDORS** agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.



## 7. Performance Bond, And Execution of Contract

- A) The faithful performance by the **VENDOR** of each and every term, condition, and provision of the Agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to the **VENDOR** by MCOE. The **VENDOR** shall post a performance bond or other acceptable security listing MCOE and being subject to the approval of MCOE legal counsel as well as MCOE Assistant Superintendent of Business Services. Such bond or security shall be executed by the **VENDOR** and a surety company admitted to do business in the State of California. Such bond or security shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and shall at all times be kept in full force and effect. The condition of such bond or security shall be the **VENDOR**. The **VENDOR** shall fully and faithfully perform all conditions and covenants of this Agreement or that the face amount of such bond or security shall be forfeited to MCOE. The bond and/or security may be a renewable one-year bond or security and shall be renewed annually before its expiration date; provided, however, that such bond or security must remain in full force and effect from and after the date MCOE makes any demands for payments on the bond or security until MCOE releases such claims. Provision of such bond or its equivalent, approved by MCOE, is a material covenant of this Agreement. MCOE shall not approve any security which is not unconditionally payable to MCOE upon demand.
- B) It is understood and agreed by the **VENDOR** that should its Proposal be accepted and Contract awarded to such **VENDOR**, and **VENDOR** fails, or refuses to furnish the Performance Bond, properly executed, within ten (10) days after receiving notice from Superintendent to provide such Performance Bond, or fails, or refuses, to properly execute the Contract, Superintendent may, at his option, determine that this **VENDOR** has abandoned its Proposal and may accept the Proposal of and award the Contract to another **VENDOR**. Thereupon the award of said Contract to this **VENDOR** shall be null and void and the security, consisting of the certified check or Proposal Bond accompanying his/her Proposal, shall be claimed by the Superintendent for collection and the proceeds thereof shall be retained by Superintendent as liquidated damages for failure of such **VENDOR** to properly execute the Contract and provide the Performance Bond required.

## 8. Insurance

All **VENDORs** will, when Proposals are submitted, be required to furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to the MCOE as follows:

LIMITS OF LIABILITY (MINIMUM): TEN MILLION DOLLARS (\$10,000,000) combined single limit per occurrence covering bodily injuries, wrongful death, property damage, and all other related or contingent liabilities.

Insurance shall be from a California Admitted Insurance Agency having an *AM Best* Rating of A- or better and provide coverage for passengers from the time they are delivered into custody of **VENDOR**, or the custody of his/her employees, when being picked up at home, or at authorized bus stops, or school until he/she or his/her employees release them to the school, home, or at authorized bus stops; and to provide for coverage on any school authorized trip other than home/school.

The Merced County Office of Education, its governing board, officers, administrators, agents, and employees will be named as additional insureds. Evidence of above insurance and of Workers' Compensation Insurance must be provided to MCOE. There are no exceptions to this requirement. If any **VENDOR** fails to furnish required documentation within ten (10) days after request by MCOE to do so, MCOE may, at their option, determine that **VENDOR** has abandoned his/her Proposal and accept the Proposal of and award the Contract to another responsive and responsible **VENDOR** (as referred to in Section 4, Part A).

**VENDOR** shall not commence work under this Contract until he/she has obtained, at his/her own expense, all the insurance required under this section, and until such insurance has been approved by MCOE. Approval of the insurance by MCOE shall not relieve, nor decrease, the liability of the **VENDOR** hereunder.

**VENDOR** will furnish, in subsequent years, to MCOE, annual evidence of such insurance coverage in a form, and with companies acceptable to MCOE. Said evidence shall provide for a 90 day advance notice to MCOE in the event of cancellation or material change in the coverage.

**9. BASE RATE MILEAGE**

This term means the maximum daily billable miles for each route operated unless approved exception submitted by **VENDOR**. Miles of use are to be considered as consecutive for billing purposes, even though the bus schedules may call for split shifts consisting of one or more trips per bus in the morning and one or more trips per bus in the afternoon.

For the purpose of the Proposal, all miles are to be computed from scheduled routes, beginning at **VENDOR'S** yard gate at beginning of route and ending at **VENDOR'S** yard gate at the end of the route.

**10. ASSIGNMENT OF BASE RATES MILEAGE**

Upon completion of bus scheduling, routing and verified dry run, a representative of MCOE and the **VENDOR** will collaboratively audit and assign the Base Rate Mileage to each bus route. Dry runs will be required for determination of all route mileage.

This Base Rate Mileage will be used to determine the charge for each bus route for the first two (2) weeks of school, regardless of any changes that may be required during that period for any bus route.

In the third week of school, the **VENDOR** will review each bus route with MCOE and any adjustment in Base Rate Mileage for any bus route will be made at that time.

Thereafter, no change or charge in assignment of Base Rate Mileage for excessive miles, for any schedule can be made by the **VENDOR** without prior written approval by MCOE.

**11. Proposal Requirement**

To receive consideration, Proposal must comply with the following:

- A) All Proposals shall be filed only on forms provided by and available from the MCOE and should be typed or printed clearly. An original and the required number of copies (3) shall be submitted. Proposal prices shall be entered in the spaces provided on the Proposal form. Proposals must be returned in a sealed envelope plainly marked: **Bid #2023-18 “Merced County Office of Education Transportation Services”** and bearing the name and address of the **VENDOR**.
- B) Each Proposal must be accompanied by: a certified check, cashier’s check or bid bond from a California admitted surety in the amount of twenty five thousand dollars (\$25,000) payable to the Merced County Office of Education. Bid security checks of all unsuccessful VENDORS will be returned promptly after the proper execution of the Contract and the furnishing of the required insurance by the successful **VENDOR**.
- C) Prices quoted must be firm and any Proposal requiring receipt of Contract Award prior to 90 days from Proposal opening will be unacceptable.

**12. Proposal Opening, Inspection**

Proposals will be opened by the MCOE Purchasing Department or designee at the hour and place stated in the Request for Proposals in the presence of all **VENDORS** who attend. At the Proposal opening, the following will be announced: **VENDOR** Name; Affirmative or Negative presence of Bond, Certifications, and Signature; Number of Copies of Proposal Received; Proposed Mileage Rates.

**13. Legal Requirements**

Services covered by this Proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Federal and California Minimum Standards Governing School Transportation Vehicles and the pertinent provisions of the California Motor Vehicle Code, and all other pertinent rules and regulations.

**14. Scope Of the Requirement – Information for VENDORS**

**SELPA**

The base bid services shall consist of furnishing school bus transportation services (SELPA owned and **VENDOR** provided buses) as required for pupils and other persons designated by SELPA for Special Education, pre-school through grade 12 and other authorized riders, to and from schools determined by SELPA, and to and from other points as directed; such transportation to be furnished by means of buses herein specified and at such times and places as shall be specified by SELPA. SELPA reserves the right to change school hours, adjust starting and dismissal times, increase

or decrease service and to make periodic increases or decreases in the number and type of buses required.

- **Plan #1 SELPA:**

Transportation of:

- 1.) Approximately three hundred (300) Special Education pupils, including thirty (30) students in wheelchairs.
- 2.) Twenty-Five geographic routes:
  - a. Servicing Merced, Atwater, and Livingston
- 3.) AM and PM schedules:
  - a. AM approx. 7am start
  - b. PM approx. 2pm start
- 4.) Approx. 60 miles per route per school day

### **Educational Services, Valley Community Schools.**

The base bid services shall consist of furnishing school bus transportation services (**VENDOR** owned buses) as required for pupils and other persons designated by ES/VCS and other authorized riders, to and from schools determined by ES/VCS, and to and from other points as directed; such transportation to be furnished by means of buses herein specified and at such times and places as shall be specified by ES/VCS. ES/VCS reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make periodic increases or decreases in the number and type of buses required. For the purposes of this Proposal the **VENDOR** should consider the following:

- **Plan #2 ES/VCS:**

Transportation of:

- 1.) Approximately seventy (70) Pupils.
- 2.) Two (2) geographic routes:
  - b. Westside Los Banos including Santa Nella
  - c. Eastside Los Banos
- 3.) AM and PM schedules:
  - a. AM approx. 7am start
  - b. PM approx. 2pm start
- 4.) Approx. 60 miles per route per school day

## **15. Additions**

Transportation shall be provided for all ambulatory and wheelchair pupils for whom SELPA has assumed transportation responsibility, and if the need arises, transportation shall be provided for ambulatory and wheelchair pupils for whom ES/VCS has assumed transportation responsibility. The provisions of this Contract shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Contract, no additional compensation shall be awarded. As described above, SELPA, MCOE, and/or ES/VCS may require **VENDOR** to increase or decrease the number of routes for each program. In the event the number of routes are increased, MCOE shall provide at least 30 days advanced

notice to **VENDOR**. Compensation for the additional routes shall be at the same rate as bid by the **VENDOR** in response to this Request for Proposals.

**16. School Year Service**

SELPA/ES/VCS: A pupil's school year shall consist of approximately 180-200 days. School sites include both year-round and traditional schedule. An additional 20-50 days for extended school year or intersession shall also be included as part of a school year.

MCOE agrees to furnish the **VENDOR**, proceeding the fall term, with the following:

- A) SELPA will provide by mid-May; An Extended School Year / Summer School or Year-Round intersession schedule including:
1. SELPA will group the pupils by bus loads and will indicate designated bus stops and the sequence of bus stops for all bus loads between school and site and indicate the type and capacity of bus for each bus load.
  2. The SELPA will also furnish **VENDOR** with the required trip time schedules for first pick-up and arrival at schools and for trip departure from schools.
  3. **VENDOR** will provide bus identification number and driver's name for each route. Routes and schedules can only be altered by written approval of SELPA.
- B) SELPA will provide by the Third Friday in July; For Traditional School Sites
1. SELPA will group the pupils by bus loads and will indicate designated bus stops and the sequence of bus stops for all bus loads between school and site and indicate the type and capacity of bus for each bus load.
  2. The SELPA will also furnish **VENDOR** with the required trip time schedules for first pick-up and arrival at schools and for trip departure from schools.
  3. **VENDOR** will provide bus identification number and driver's name for each route. Routes and schedules can only be altered by written approval of SELPA.
- C) ES/VCS shall furnish to **VENDOR**, within two weeks before the start of school for each type of calendar (traditional) during each Contract year special requirements of those pupils expected to require transportation.
1. ES/VCS will group the pupils by bus loads and will indicate designated bus stops and the sequence of bus stops for all bus loads between school and site and indicate the type and capacity of bus for each bus load.
  2. The ES/VCS will also furnish **VENDOR** with the required trip time schedules for first pick-up and arrival at schools and for trip departure from schools.
  3. **VENDOR** will provide bus identification number and driver's name for each route. Routes and schedules can only be altered by written approval of ES/VCS.

**17. Pupils**

- A) **VENDORS** are advised that the pupils to be transported may require special care due to various types of disabilities. It is MCOE's desire that transportation be furnished under the most favorable circumstances, in a friendly atmosphere, and with a minimum exposure to hazards which might result in injury or discomfort.
- B) Pupils are expected to behave in a safe manner while being transported; the **VENDOR** drivers and aides shall be expected to keep order among the pupils and to use the Information/Incident Form procedure to report any improper conduct. Drivers shall not require any pupil to leave the bus before reaching his/her destination.
- C) In case of pupil illness, absence, or emergency, the parent of each child shall be responsible for notifying the **VENDOR** that the child shall not be picked up. Any other exceptions to the regularly scheduled pick-up and delivery points shall be subject to the approval of MCOE.
- D) Student behavior problems shall be reported in the following manner:

**SELPA Students**

- a. Driver/aides are to document student behavior on an Information/Incident Form submitted to the Transportation Supervisor within 24 hours.
- b. SELPA Program Coordinators read and distribute copies. After a significant number of warnings are issued, the suspension policy is implemented. Continued inappropriate behavior shall be reviewed by the IEP team for further action. SELPA through SELPA Program Coordinators shall determine all suspensions.
- c. IEP meetings relating to school bus behavior may be called at any time and may be conducted by telephone with parent or guardian approval. Every effort will be made to have a representative from the **VENDOR** and SELPA at the IEP meeting to help work out a behavior plan.

**ES/VCS**

- a. Drivers are to document ES/VCS student behavior on an Information/Incident Form submitted to ES/VCS Transportation Supervisor. The **VENDOR** will send the Information/Incident Form to the ES/VCS Transportation Supervisor within twenty-four (24) hours.
- b. ES/VCS Transportation Supervisor reads and distributes copies of a bus Information/Incident Form to appropriate ES/VCS Administrator. Inappropriate behavior shall be reviewed by ES/VCS Transportation Supervisor who will notify an appropriate ES/VCS Administrator to determine appropriate disciplinary action.
- c. ES/VCS meetings relating to school bus behavior may be called at any time and may be conducted by telephone with parent or guardian approval. Every effort will be made to have a representative from the **VENDOR** and ES/VCS at the

meeting to help work out a behavior plan.

**18. VENDOR's Duties**

The **VENDOR** agrees to:

- A) Utilize all routes in such manner as to assure that no pupil shall be delivered to school no later than ten (10) minutes before commencement of class and have buses arrive at each school no later than ten (10) minutes after classes are dismissed for the return trip.
- B) Provide for the welfare and safety of the pupil at all times.
- C) Secure, maintain and enforce for itself and its employees and agents, such licenses and permits as are required by law for furnishing the services herein specified and to comply with all laws, regulation, and provisions of the California Vehicle Code, the Education Code, the Government Code, all other governmental agencies, MCOE and the bus manufacturer's specification relating to the transportation of pupils and the use and operation of all buses and equipment.
- D) Deny transport of any person other than an enrolled pupil or an employee of the Local Education Agency within MCOE or the appropriate district of service, without first obtaining permission of MCOE.
- E) Comply with the California Fair Employment and Housing Act (Government Code #12900 et seq.) and American Disabilities Act, Title II and any amendments thereto. Is an equal opportunity employer and not to discriminate against any employee or **VENDOR** for employment because of sex, race, creed, color, national origin, sexual orientation, or disability.
- F) Keep complete and accurate records of each accident and submit a written report of each accident to MCOE within twenty-four (24) hours. Verbal notice must be given to MCOE within one (1) hour of the accident.
- G) Use only certified school buses, as defined in Title 13 in the state of California, equipped with individual seat belts, child restraint system for preschoolers and two-way radios. Buses transporting pupils in wheelchairs shall be equipped with hydraulic lifts and approved wheelchair tie downs.
- H) Pay for all additional special equipment required by the State Department of Education or the Department of Motor Vehicles at any time during the life of this Agreement or any renewal thereof.
- I) For SELPA maintain a fleet of buses to be used as replacements for route buses when necessary. The number of such buses shall be sufficient to ensure continued operations under the Agreement. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.
- J) Furnish MCOE with a certificate of compliance issued by the Motor Carrier Division of the California Highway Patrol for all buses to be used under this Agreement prior to beginning operation and following each required California

Highway Patrol inspection annually on the Agreement anniversary date to both Transportation Supervisors.

- K) Maintain all buses in a good, safe, and clean operating condition. The **VENDOR** shall perform all preventative maintenance and repairs of the buses at the **VENDOR'S** own expense. Preventative maintenance means the systematic inspection, repair, and maintenance of the vehicles and their parts and accessories, in accordance with the manufacturer's recommendations or industry standards, to prevent defects from surfacing and to ensure safe and proper operating condition at all times. Preventative maintenance may include, but is not limited to, checking and changing fluids, repairing fluid leaks, lubricating parts, replacing worn components, testing and adjusting electrical systems, and performing periodic inspections. In the event of any major repairs or issues with the Vehicle that prevent or impair its normal operation or safety, the following procedures shall apply: (1) The **VENDOR** shall diagnose the issue within 30 days of becoming aware of the need for a major repair or issue with the vehicle and provide documentation to MCOE. MCOE reserves the right to dispute the need for a major repair and associated costs, including conducting an independent assessment. (2) The **VENDOR** shall determine if all or a portion of the major repair is covered by the vehicle's warranty. If so, the **VENDOR** shall ensure the vehicle is promptly repaired in accordance with the warranty and provide proof of such repair to MCOE. (3) If the major repair is verified by MCOE and not covered by the vehicle's warranty, the **VENDOR** shall promptly begin repairs as directed by MCOE. The **VENDOR** shall submit detailed invoices documenting the major repair and associated costs. MCOE shall reimburse 60% of undisputed costs within 30 days of receiving the invoices. MCOE shall not be responsible for and will not reimburse **VENDOR** for major repairs caused in whole or in part by the negligent, reckless, or willful misconduct of **VENDOR** or its employees in operating the vehicles. The **VENDOR** shall promptly submit all vehicle inspection reports to the Transportation Supervisors when services are rendered.
- L) Train all drivers in the routes to be followed, and in the laws, regulation and procedures related to the transportation of pupils, including preschoolers in Head Start. All drivers shall conduct emergency exit drills at the receiving school sites at least once every school year that this Agreement is in force in accordance with Title 13 in the state of California.
- M) Assure actual timed dry runs shall be conducted for all routes prior to the beginning of a new school year and extended school year. The cost of said dry runs shall be borne by the **VENDOR**. The **VENDOR** shall inform the parents and/or guardians of each of their student's approximate pickup times not later than five (5) days prior to school opening.
- N) Enforce MCOE's right to call periodic bus driver training meetings requiring mandatory attendance of all drivers servicing pupils under this Agreement. Such meeting shall not exceed four (4) hours per year per driver, not to include travel time. The **VENDOR** shall assume all costs associated with each driver's wages as a result of these meetings. If MCOE feels the need for additional training, MCOE shall assume the cost.
- O) Require and ensure that each driver employed by the **VENDOR** to transport pupils under this Agreement:



1. Holds a valid school bus driver's certificate issued by the California Highway Patrol and the Department of Motor Vehicles
  2. Is responsible for the orderly conduct of pupils while they are on the buses, recognize that all MCOE pupils have special needs and identify with and rely upon the authority of drivers with whom they are familiar. Except for driver illness, termination, retirement or emergency situations, drivers shall be permanently assigned the same bus routes.
  3. Shall not leave students unattended on the bus.
  4. Shall be responsible for notifying the **VENDOR'S** Safety Program Supervisor of any/all equipment which they deem to be unsafe for transportation use.
  5. Shall be well groomed and appropriately dressed. Shall wear a company identification badge with name and picture at all times unless dressed in a company uniform at which time identification must be in their possession while driving pupils for MCOE. The use of drugs, alcohol and tobacco while driving a school bus is prohibited. Firearms, knives, and other weapons are prohibited on school buses.
  6. **VENDOR** certifies that all employees of the **VENDOR** performing services for MCOE have been cleared by a fingerprint check performed by the California Department of Justice and are not prohibited by law from being employed by MCOE or having contact with pupils pursuant to applicable State law.
  7. Pass the Department of Transportation Medical Exam.
- P) No personal cell phone use while operating the bus or while students are on the bus.
- Q) Require and ensure that each bus aide/monitor employed by the **VENDOR** to work with pupils under this Agreement:
1. Are responsible for the orderly conduct of pupils while they are on the buses, recognize that all MCOE pupils have special needs and identify with and rely upon the authority of aides with whom they are familiar.
  2. Shall not leave students unattended on the bus; if an adult is not at home to receive the student, the emergency number will be called, or legal authorities notified.
  3. Shall be responsible for notifying the **VENDOR'S** Safety Program Supervisor of any/all equipment which they deem to be unsafe for transportation use.
  4. Shall be well groomed and appropriately dressed. Shall wear a company identification badge with name and picture at all times unless dressed in a company uniform at which time identification must be in their possession while on board a school bus with pupils. The use of drugs, alcohol, and tobacco while on board a school bus is prohibited. Firearms, knives, and other weapons are prohibited on school buses.

5. Shall certify that all employees of the **VENDOR** performing services for MCOE have been cleared by a fingerprint check performed by the California Department of Justice and are not prohibited by law from being employed by MCOE or having contact with pupils pursuant to applicable State law.
  6. Pass the Department of Transportation Medical Exam.
  7. Shall complete Physical Assault Prevention Training as approved from SELPA.
- R) Students shall never be left at a specific location without a responsible receiving adult (over 18) in attendance unless a "Release from Responsibility" form has been executed by the pupil's parent or guardian. If an adult is not at home to receive the student, the **VENDOR** will call the emergency numbers on file. If additional assistance is needed, call the Transportation Supervisor, and last resort call legal authorities (local police or CPS).
- S) Load each bus within legal capacity.
- T) Require that any exceptions to the regular schedule due to emergency or equipment failure shall be communicated immediately by the **VENDOR** to the parents of the affected children as well as the appropriate SELPA Transportation Supervisor or ES/VCS Transportation Supervisor as applicable.
- U) Ensure that all drivers/aides/monitors shall have First Aid Training.
- V) **VENDOR** staff and drivers will utilize daily all the functions of the transportation software and tablets as directed by the SELPA Transportation Supervisor. **VENDOR** staff will attend trainings on the devices and software as provided by MCOE.
- W) Other Requirements:
1. **Temporary Removal of a Driver/Aides/Monitors-** Should any concern arise regarding appropriateness of any driver/aides/monitor on route, the **VENDOR** shall, upon receipt of notice from MCOE, immediately temporarily remove any driver/aide/monitor specified from his/her duties of conveying any pupils covered by this Agreement until such time as the concern is resolved to the satisfaction of MCOE.
  2. **Safety Equipment-** It shall be the Driver's responsibility to ensure that seat belts, car seats, safety vests and wheelchairs are properly fastened as soon as the pupil enters the bus and for the duration of the trip. Wheelchair brakes must be in a locked position during transport to prevent movement or tipping during turning, acceleration or deceleration of the bus. The **VENDOR** shall make certain that all wheelchairs transported are properly maintained by their owners, and have any additional restraints required for safe transport. The **VENDOR** shall notify SELPA Transportation Supervisor of any pupil's equipment not in proper transport condition.
  3. **Pupil Absences-** **VENDOR** shall be required to notify SELPA Transportation Supervisor and/or ES/VCS Transportation Supervisor, through the **VENDOR'S** dispatcher, of any pupil who has not ridden the bus for a one (1) week period or

of any pupil assigned to their route who no longer needs transportation services.

4. **Pupil Transfers-** Drivers shall transfer pupils to/from another vehicle going to or coming from school in cases of emergency, equipment breakdowns, or upon the notification of MCOE. All transfers will be made in accordance with required safety standards.
  5. **Lateness-** Drivers shall contact the **VENDOR's** dispatcher immediately upon determination that the bus shall be more than fifteen (15) minutes late in the pickup or delivery of pupils. **VENDOR's** dispatcher shall immediately notify all necessary persons, including parents, teachers and MCOE.
- X) Shall understand that transportation services as herein described are provided to students on a Merced County wide basis. Students shall be transported on a ride-sharing basis together with other students from other districts throughout Merced County. Ride sharing shall consist of students with various disabilities. Merced County supports transportation services that are wholly integrated, serving multiple school sites and multiple class start/dismissal times. Class start/dismissal times, which are staggered, allow the **VENDOR** to service multiple school sites. MCOE shall consider the effects on transportation prior to changing class start/dismissal times as said changes could affect the **VENDORS** ability to service student's transportation needs with the number of vehicles in its current inventory.
- Y) Obey and comply with all relevant provisions of the Education Code and the rules and regulations adopted by the State Department of Education.
- Z) Make available to MCOE, a driver record information report from the Department of Motor Vehicles Pool Notice DL414 upon request.
- AA) Provide a daily dispatch log of the driver's name, bus number, and route and send to the Transportation Supervisors by 7 a.m.
- BB) Provide drivers written weekly route sheets or routes via tablets to the applicable transportation office each Tuesday for review.
- CC) MCOE distributed memos of route and route sheet updates/changes or updates and changes via the software will be distributed to drivers and verified they were received by the **VENDOR**.

**19. Equipment Requirements**

A) **Two-Way Radio**

The successful **VENDOR** will be required to provide and maintain the following equipment and installation on all buses by July 15, 2023, for use on this contract. At the end of the contract period the equipment installed in SELPA vehicles will become property of SELPA, equipment provided in ES/VCS/EE/HS vehicles will remain the property of the **VENDOR**.

One two-channel, digital transmitting two-way radio per bus and the network

system, licensed by the Federal Communications Commission to provide Voice and digital transmission to the **VENDOR's** base of operations. The wattage of the system should be sufficient to maintain communication with drivers up to ten (10) miles outside County boundary.

For SELPA Two (2) two-channel, digital transmitting portable two-way radio for Transportation Supervisor and assistant, licensed by the Federal Communications Commission to provide Voice and digital transmission to the **VENDOR's** base of operations. The wattage of the system should be sufficient to maintain communication with drivers up to ten (10) miles outside County boundary

**B) Digital Video Recorder for Vehicles**

The successful **VENDOR** will be required to provide and maintain the following equipment and installation on all buses by July 15, 2023, for use on this contract. At the end of the contract period the equipment installed in SELPA vehicles will become property of SELPA, equipment provided in ES/VCS/EE/HS vehicles will remain the property of the **VENDOR**.

**VENDOR** will provide and maintain one digital video camera system for every bus or vehicle used for this contract. This will be a minimum of a three-camera system, (two color dome cameras and one black and white). The cameras will be placed 1) one front view, 2) one rear view and 3) one facing the door. Cameras will be randomly checked to ensure proper working order. Once a camera is identified as not functioning properly, the **VENDOR** must repair it within 5 days.

The digital filming will be available for 30 days.

**VENDOR** will provide video footage labeled with bus route and date within 24 hours of written request by MCOE.

**C) Global Positioning System**

The successful **VENDOR** will be required to provide and maintain the following equipment and installation on all buses by July 15, 2023 for use on this contract. At the end of the contract period the equipment installed in SELPA vehicles will become property of SELPA, equipment provided in ES/VCS/EE/HS vehicles will remain the property of the **VENDOR**.

**VENDOR** will be required to maintain, install, or purchase all hardware needed on all vehicles to maintain the GPS system. All hardware will be from the same **VENDOR** as already equipped on buses or requested by MCOE. All software and/or ongoing subscriptions required to operate the GPS and/or monitoring hardware in the buses is the responsibility of the **VENDOR**.

**D) VENDOR staff and drivers will daily utilize all the functions of the transportation software and tablets as directed by the SELPA Transportation Supervisor. **VENDOR** and staff will attend trainings on the devices and software as provided by MCOE.**

**20. Student Transportation Requests**

MCOE shall provide the **VENDOR** in written form or electronic requests for student transportation services. Said transportation requests shall be delivered to **VENDOR** via fax transmittal, Email, or equivalent. All transportation requests received by the **VENDOR'S** office by noon (12:00 PM) will be data processed that day and will receive that day's arrival date. All transportation requests received after noon (12:00 PM) will be data processed on the next business day. All transportation requests will be prioritized and processed in conjunction with the following requirements:

- A) Changes that do not require a route or school change. = **Fast Track** (one business day)
- B) Changes that do require a route or school change. = **Regular Track** (two business days)
- C) Changes that are out of the ordinary require bus routing changes, or buses that are too full to accommodate the change. = **Custom Track** (three business days)
- D) Changes that are unusual which would require the addition of buses or the creation of new routes, MCOE will be advised and asked for direction in these matters. = **Unique Track** (five business days)
- E) In the event that the **VENDOR** is requested to process a large number of transportation requests, **VENDOR** shall be given additional working days to process said requests, providing that **VENDOR** is progressing in a reasonable fashion and to the satisfaction of MCOE.

**21. MCOE VENDOR Cooperation**

MCOE has designated the SELPA Transportation Supervisor and the Business Services Transportation Supervisor to communicate service, safety, and cost-effectiveness concerns to the **VENDOR's** designee, positive as well as negative. The SELPA Transportation Supervisor and/or the Business Services Transportation Supervisor and the **VENDOR's** designee shall establish the following guidelines for contacts and cooperation:

- A) Establish a directory of personnel in each organization to contact for every type of communication.
- B) Establish procedures for all communications to be confirmed in writing by all parties.
- C) Establish a specific process for handling fieldwork in order to effectively prevent problems and, if they arise, to settle them as quickly and as closely to the source of the problem as possible.
- D) Establish procedures for settlement of disputes involving routes, schedules, behavior problems, public relations, and other operational problems that may arise.
- E) Establish such written guidelines which may be required to assure effective communications and cooperation between the MCOE and the **VENDOR** at all times.

**22. Location of Facility**

The **VENDOR**, while performing the requirements for transportation specified for MCOE, shall operate from a facility or facilities located within or in convenient proximity to MCOE, which will be determined as Merced, CA. Additionally, the **VENDOR** shall be required to establish a satellite facility in Los Banos, CA, and in any locations in other areas of the county to reduce overall transportation cost.

**23. Facility**

The **VENDOR** shall describe their proposed office, vehicle maintenance and storage facilities and their location and provide a sample layout indicating size and location of spaces used for dispatching, drivers break, training, administrative and maintenance functions.

**24. Number of Buses**

The **VENDOR** shall be required during the first day of the term of this Agreement to provide a minimum number of buses to meet the requirements of the contract. These vehicles shall serve the purpose of providing daily route transportation as fully described within this Agreement. For the SELPA In addition to the regular route buses, the **VENDOR** shall be responsible to maintain a spare bus fleet, to be used as replacements for route buses when necessary. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.

For ES/VCS In addition to the regular route buses, the **VENDOR** shall be responsible to maintain a spare bus fleet to be used as replacement for route bus when necessary. All stand-by buses for use under this Agreement shall meet the requirements set forth for regular buses.

**25. Minimum Vehicle Specifications****SELPA**

- A) 16-18 passenger capacity (Ambulatory)
- B) 4-6 wheelchair passenger capacity (Wheelchair lift equipped)
- C) Individual seat belts
- D) Electro-hydraulic wheelchair lift
- E) Front and rear air conditioning (maintain 15 degrees below outside air)
- F) Tinted windows
- G) 72" of interior head room (minimum)
- H) New buses, equipped with digital video (three camera system)
- I) All buses to be equipped with GPS

**ES/VCS**

- A) 25-35 passenger capacity (Ambulatory)
- B) Electro-hydraulic wheelchair lift (as needed only)
- C) Front and rear air conditioning (maintain 15 degrees below outside air)
- D) Tinted windows
- E) Individual seat belts or for Head Start buses: child restraint system appropriate

- for age, height, and weight of pupils.
- F) 72" of interior head room(minimum)
- G) Model year of bus no older than *sixteen (16)* years during the term of the contract and must adhere to the state emission laws.
- H) Buses to be equipped with digital video (three camera system)
- I) All buses to be equipped with GPS

**26. Unscheduled School Closing**

MCOE shall not be obligated to accept or pay for any services of the **VENDOR** on those days when the schools of MCOE are closed to insure the health or safety of the pupils or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by Local Education Agency within MCOE. MCOE shall notify the **VENDOR** of cancelled bus trips not less than two (2) hours prior to the first scheduled pick up per trip. If MCOE fails to give the **VENDOR** two (2) hours notification of cancelled trips, MCOE shall pay the **VENDOR** a cancellation fee not to exceed the minimum call out charge from the Proposal Form.

**27. Force Majeure**

The Parties to the Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lock-out, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to fault or neglect of the party not performing.

**28. Collective Bargaining**

Prior to commencement of services under this contract the parties hereto shall formulate a plan for continuing transportation services to students during a work stoppage or labor dispute that would disrupt transportation services to MCOE and said plan shall be a part of any labor agreement between the **VENDOR** and the **VENDOR'S** employees.

Whenever the **VENDOR** has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the **VENDOR** shall immediately give notice thereof including all relevant information with respect thereto to MCOE. Ninety (90) days prior to the opening of school during each school year the **VENDOR** shall provide MCOE with a report on the current status of the **VENDOR'S** employer-employee relations

**29. Severability Clause**

The **VENDOR** and MCOE agree that in the event any provisions specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

**30. Cancellation**

All terms, conditions and covenants of this Agreement are considered material and in the event the **VENDOR** breaches or defaults in the performance of any such terms,

conditions or covenants which are to be kept, done or performed by it, MCOE shall give a ninety (90) day written notice either by mail or by personal service, setting forth such breach or default; then MCOE, without further notice, may cancel this Agreement and have the right of recovery of attorney fees and cost incurred as a result of any breach or default terms, conditions, and covenants of this Agreement. The **VENDOR** shall not be deemed in default of any provisions of this Agreement in the event of interruption or diminution of service, if said condition is the result of flood, fire, earthquake, storm, war or commandeering of materials, products, plants, or facilities by the Government or similar causes beyond the control of the **VENDOR** and which renders performance impossible.

Should MCOE determine that it will provide its own transportation services upon the expiration of this Agreement, or any extension thereof, MCOE shall so notify the **VENDOR** at least one hundred twenty (120) calendar days prior to termination of this Contract. In the event of termination of Contract, or MCOE determining to provide its own transportation or to join some form of consortium, MCOE may buy, or lease, and the **VENDOR** agrees to sell, or lease, to MCOE any, or all, of the accessory equipment; i.e., two-way radios, two-way radio monitors, GPS and related hardware and software, monitors, P/A systems, etc., that are then being used in direct application of this Contract, at a fair market price, to be determined by mutual agreement. Should a mutually agreeable price fail to be established by the parties hereto, it is agreed that the price shall be set by an independent appraiser and/or arbitrator that will be chosen by MCOE.

**31. Failure to Comply**

Should the **VENDOR** fail to comply with any of the terms or conditions set forth in the Agreement or should MCOE determine that the **VENDOR** is in any other way unfit, unqualified, or unable to perform the transportation needs of MCOE then and in that event with a ninety (90) day written notice to the **VENDOR** this Agreement may be terminated. Any expense incurred by MCOE as a result of the **VENDOR**'s failure to perform in accordance with the terms of this Agreement shall be deducted from the payments stipulated herein. The right to terminate shall be in addition to any other legal remedy of MCOE because of breach of contract by the **VENDOR**. Further, **VENDOR** agrees to reimburse MCOE for all legal fees and expenses resulting from a legitimate claim or claims being filed by MCOE to enforce their rights pursuant to the provisions of this Agreement.

**32. Notice of Deficiency**

MCOE may issue a Notice of Deficiency to the **VENDOR**, specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. **VENDOR** shall correct the deficiency within thirty (30) days after receiving such notice or as otherwise agreed or extended by MCOE.

**33. Liquidated Damages/Missed Service Penalty**

It is agreed by the **VENDOR** and MCOE that should the **VENDOR** fail to provide services as agreed to in this Contract MCOE shall be damaged. Due to the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to MCOE.



Therefore, if the **VENDOR** fails to provide any portion of the service required under the terms of this Agreement, liquidated damage charges shall be assessed against the **VENDOR** according to the following:

- A) For each unit failing to provide required service, the basic cost of the trip shall be assessed against the **VENDOR** in accordance with the following formula: Number of trips missed multiplied by the applicable average daily transportation cost.
- B) For purposes of assessing damages under this section, any trips which are fifteen (15) minutes beyond the ten (10) minute window as per MCOE schedule, shall be considered a missed trip.
- C) For each student not transported during his/her regular route due to the negligence of the **VENDOR**, the **VENDOR** shall be assessed the amount of Thirty Dollars (\$30.00) and shall bear the responsibility and cost of sending another bus to transport that student. In addition to the reduction of the base costs, liquidated damages in the amount of \$30.00 shall be assessed against the **VENDOR** for any student dropped after fifteen (15) minutes beyond the ten (10) minute window as per MCOE schedule. In accordance with this section, no bus route shall be assessed more than One Hundred Fifty dollars (\$150.00) per day in addition to the reduction of basic costs.
- D) Failure of the **VENDOR** to notify the MCOE within one (1) hour of a school bus accident and/or upon notification of any incident in which a child may have sustained injury, will result in an assessment of liquidated damages of One Hundred Dollars (\$100.00).
- E) Failure of the **VENDOR** to provide the appropriate equipment required for each bus, including but not limited to two-way radios, GPS, digital video, wheelchair tie downs, safety vests, child restraint system for preschoolers, fire extinguishers, etc., shall result in the assessment of liquidated damages of Twenty-five Dollars (\$25.00) per bus per day and continuing at said rate for so long as the **VENDOR** fails to provide such equipment.
- F) Failure to provide requested video within the required timeframe as stated in section 17, part B will be cause for damages assessed at Fifty Dollars (\$50) per day until footage is provided. If **VENDOR** is unable to provide footage, liquidated damages will be assessed at Two Hundred Dollars (\$250) each occurrence.
- G) The sum of assessments for a given month shall be deducted by MCOE in the payment to the **VENDOR** for that month. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the **VENDOR**, as determined by the SELPA Transportation Supervisor or ES/VCS Transportation Supervisor.
- H) Assessments of such deductions by MCOE shall in no way relieve the **VENDOR** of its obligation to provide spare buses and drivers sufficient to cover all interruptions in service to MCOE due to failure of equipment or lack of personnel.

**34. Assignment**

The services contemplated by MCOE are deemed to be in the nature of personal services and the Contract shall not be assigned by the successful **VENDOR** without prior written consent of MCOE. Nor is the **VENDOR** granted the right to assign the funds to be received under the Contract, without prior written consent of MCOE.

MCOE shall reserve the right to assign the Contract to a Joint Powers Agency (JPA), or any other form of transportation consolidation, should such a JPA or consolidation take place during the term of the Contract, or should MCOE elect to join an existing JPA. Written permission of the **VENDOR** shall not be required.

**35. Independent Vendor**

It is agreed and understood by the parties hereto that the **VENDOR**, its agents, and employees, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent **VENDOR** and is not an officer, agent, or employee of the COUNTY SUPERINTENDENT or MCOE.

**36. Minimum Staffing by Vendor**

To insure to MCOE responsible service for transportation activities, the **VENDOR** shall provide a complete and effective management, supervisory, mechanical, and driving staff consisting of staffing necessary to perform the following functions:

- A) Direct, timely communication with MCOE on all matters concerning the implementation and operation of the Contract.
- B) Dispatching and controlling routes and schedule implementation, as instructed by MCOE.
- C) Direct supervision for the drivers. Lead drivers may also drive regular runs.
- D) Provide adequate driving staff to accommodate all requested routes.
- E) Training **VENDOR** drivers both in the classroom and behind the wheel, as required by law and practical operating procedures.
- F) Ensuring the safety and mechanical condition of the **VENDOR**'s and MCOE owned buses. Must establish and maintain a complete and effective preventative maintenance program with complete and accurate maintenance and cost records on each bus, which will be available for inspection at all times.

**37. Vendor Records and Reports**

**VENDOR** agrees to provide MCOE with periodic reports as generated to the Transportation Supervisors including, but not limited to, the following:

- A) Weekly report on all late or missed trips, with cause of problem and corrective action taken.

- B) Notification of hazards, problems or obstacles observed by **VENDOR** personnel along accepted routes and schedules.
- C) Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on **VENDOR** buses.
- D) Monthly report of buses receiving preventative maintenance services.
- E) Monthly report of buses receiving warranty repairs by classification.
- F) Monthly report of buses receiving major repairs by classification.
- G) Access to accurate and detailed bus operational cost records, including fuel, oils, greases, tires, and outside repairs.
- H) Monthly summary report of trips other than regular, showing bus number, school, elapsed time, mileage, MCOE authorization number and MCOE cost.
- I) In the event of accident, serious injury or death, the **VENDOR** will notify the Transportation Supervisors within one (1) hour. Copies of all accident reports shall be given by the **VENDOR** to Transportation Supervisor within twenty-four (24) hours of the accident.

**38. MCOE Information to VENDOR**

MCOE will provide the **VENDOR** with the following information:

- A) Bus pupil load information and bus scheduling, as set forth in Section 18, MCOE will provide subsequent bus stop, route, and schedule change requests.
- B) MCOE will provide **VENDOR** with an estimate of other than regularly scheduled trips which will require service after 5:00 p.m., in order for **VENDOR** to prepare for adequate staffing in addition to that required by the regularly scheduled after 5:00 p.m. routes and/or trips.
- C) MCOE will provide **VENDOR** with written notice of unsatisfactory service on any route and schedule. **VENDOR** will investigate and reply to MCOE with an email and or fax report within twenty-four (24) hours, with a written report to follow within five (5) days stating cause of problem and steps taken to correct it.

**39. Operational Procedures**

- A) MCOE will prepare student lists for bus routes. The lists will be in the preferred pick-up order. The **VENDOR** is to return corrected route sheets or email requested changes with route directions and requests for any changes in the pickup order that they deem appropriate due to traffic flow or pick up point location. Prior to making any changes to the order or route directions, the **VENDOR** must have MCOE'S approval. For the SELPA the **VENDOR** will communicate the changes to the Transportation Supervisor to update the routing software system.

- B) If for any reason a route is not driven as represented in the route sheets or software, MCOE will be notified prior to transporting any students. This will be logged by the **VENDOR** and the reason for the change will be recorded. Reporting a change to MCOE does not make the adjustment an approved change.
- C) A ten (10) minute window is used to maintain consistency of arriving at bus stops in the morning and afternoon. If a bus is more than fifteen (15) minutes early or late it is expected that the driver notifies the **VENDOR's** office. This information will be logged and reported to MCOE.
1. If a bus is early the driver is expected to wait until the schedule drop off time before departing the stop. This applies on the way to school and on the way home from school. In all cases the incident will be logged and reported to MCOE.
  2. When a bus is late on the way to school or on the way home, it is expected that the School or Parent will be notified by the **VENDOR** if the bus is running more than fifteen (15) minutes behind schedule. In all cases the incident will be logged and reported to MCOE.
  3. No pressure is to be put on a school or parent to load or receive students prior to the scheduled loading or unloading times.
- D) Buses must wait two (2) minutes beyond the scheduled home pick-up time before departing. Buses will wait a maximum of two (2) minutes past the scheduled pick-up time to ensure that the route stays on schedule.
- E) All drivers training will be certified in writing and a copy of the hours and subjects taught will be provided to MCOE prior to the driver driving an MCOE route. This includes student management, special needs, transportation requirements for Head Start, etc.
- F) Training outlines and Safety meeting outlines, lesson plans, will be provided to MCOE prior to holding a training session or safety meeting. The intent of previewing the training or safety meetings is to verify that all needed training is taking place prior to drivers driving the students.
- G) The **VENDOR** will maintain a monthly beginning and ending mileage list of all MCOE or designated MCOE buses and turn it in to MCOE within ten (10) days of the close of the month. A perpetual accident log will be required and will be turned in monthly with the mileage list.
- H) If the **VENDOR** or **VENDOR's** employee is involved in an accident involving a MCOE school bus or with a bus transporting MCOE students, they will within one (1) hour notify MCOE with the location, bus involved, other vehicle involved and any other pertinent information.
- I) Within twenty-four (24) hours of a school bus accident or vehicle mishap, a full report will be turned in to MCOE for review. These incidents will be numerically numbered using the month as the base number and followed by the incident

number in the month. Example: 07-01 would be the first incident in the month of July.

- J) A CHP or Police report will be required on all incidents that cause damage to a MCOE bus and the **VENDOR** will provide a copy to MCOE within ten (10) days of all incidents.
- K) Pictures of all incidents causing damage to SELPA owned buses will be made available and a complete set of the pictures will be provided to MCOE with estimates of the repairs needed.
- L) Under no circumstance will the **VENDOR** or **VENDOR** personnel take a change of address from a parent, guardian, or teacher. If approached the **VENDOR** or **VENDOR's** personnel will refer the parent, guardian, or teacher to the appropriate program transportation contact for MCOE.
- M) No special drop off times or arrangements will be made between the **VENDOR** or **VENDOR** personnel and a parent, guardian, or teacher. Special needs will be requested through the appropriate program transportation contact.
- N) Drivers will not change routes after the first day of school without the expressed permission of MCOE. The **VENDOR** will not enter into any contract allowing drivers to bid, bump or change routes during the school year. All requests for a driver to change to a different route must be reviewed with MCOE prior to it happening and MCOE must agree to the need for a change.
- O) The **VENDOR** or **VENDOR's** employee is required to promptly turn in any student behavior incident report in writing within twenty-four (24) hours of the incident.
- P) The **VENDOR** or **VENDOR's** employee will report any student injury within one (1) hour to MCOE and provide a follow up written report within twenty-four (24) hours of the incident.
- Q) Weekly the **VENDOR** or **VENDOR's** employee will meet and review all incidents involving MCOE routes for the prior week.
- R) Route sheets or tablets will be carried on all buses while transporting students.
- S) **VENDOR** will provide a general safety and input meeting annually and require all drivers of MCOE routes to be in attendance. MCOE will assist in the facilitation of this meeting. Additional meetings will be held as needed.

#### 40. **Fingerprinting**

This contract is subject to the provisions of AB 2102, Education Code Section 45125.1, and any subsequent amendments. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any MCOE or District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has

been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.

**VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

**VENDOR** shall provide the MCOE with a list of names of employees who may come in contact with students and must certify in writing to the MCOE that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. MCOE may request the removal of an employee from a MCOE or District site at any time. Failure to comply with this provision may result in termination of this agreement.

**41. Drug Testing**

**VENDOR** shall comply with all provisions of the Federal Omnibus Transportation Testing Act of 1991 (see 49 U.S.C., Section 2717, 49 C.F.R., Section 40 et. Seq., 49 C.F.R., Section 382 et. Seq.).

**42. Adjustment to Rates**

The rate for service as specified in the Agreement shall be subject to increase or decrease once each year, on July 1<sup>st</sup> each year thereafter. The rate shall change in accordance with the percentage of change that occurs in the local, actual cost of living adjustment (COLA) received or (deducted) from funds from the State designated for Special Education and/or Community Schools.

**43. Fuel Charges**

MCOE shall reimburse **VENDOR** for **VENDOR**'s actual costs of fuel in connection with the transportation services provided to MCOE by **VENDOR** in accordance with the following:

- A) Actual miles traveled each month shall be divided by 7.4 = Gallons Used
- B) Multiply Gallons Used by average cost per gallon (avg. cost per gallon will be determined by **VENDOR**'s actual fuel bill related to MCOE use only, provided to MCOE monthly)

**44. Billing/Payments**

- A) All payments will be made based on the Mileage and GPS data received on a weekly basis. All route charges will be assessed daily on actual miles traveled or base miles, whichever is less. During the month, on a daily basis, the **VENDOR** will be required to document a daily log to substantiate any charge that is in excess of the Daily Base Route Mileage.
- B) Payments will be made to the **VENDOR** monthly in arrears.

- C) **VENDOR** will submit monthly invoices to MCOE on or before the 10th of each month.
- D) **VENDOR** will invoice Mileage and Fuel separately, as well as by department separately.
- E) Liquidated damages will be subtracted from invoices.

**45. Dispute Resolution Process**

Any claim related to allowable/non-allowable additional mile charges, other charges, liquidated damages, or other grievance by the **VENDOR** shall be communicated in the following manner:

- A) **VENDOR** shall submit their claim in writing to MCOE within (14) fourteen calendar days of the event resulting in the request for approval of excess mileage charges, exemption to liquidated damage charges, or other grievances related to this Contract. If the **VENDOR** and MCOE are unable to agree upon the correct mileage, or other charge, the liquidated damage amount, or the proper resolution to any other grievance. The **VENDOR** may continue to step two, below.
- B) **VENDOR** may notify the MCOE Facilities Director (or his/her designee) in writing within twenty-one (21) calendar days of the event resulting in **VENDOR**'s request to schedule a MCOE staff hearing to review the dispute. Such notification shall set forth, in detail, all grounds for the **VENDOR**'s dispute, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the dispute; any matters not set forth in the written dispute shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence. A Hearing will be scheduled within twenty (20) business days of the Director receiving the written dispute. All decisions from hearing are final. In the event that any such legal or equitable proceedings are instituted and the MCOE is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

**46. Only SELPA Students**

**VENDOR** agrees that SELPA owned buses will not be used to provide services to anyone other than SELPA without the express written permission of SELPA.

**47. Implementation of Service**

The successful **VENDOR**, within thirty (30) days after award of Contract, shall furnish MCOE with a time line schedule detailing the following:

- A) Acquisition of facilities
- B) Hiring of supervisory personnel
- C) **VENDOR** field service personnel assignments

**48. Addenda and Amendments**

The parties hereto recognize that certain Addenda and amendments to the Request or Proposal and Proposal Form, may be required and that such modifications may be made in letter form, the same to have the full force and effect as though contained in the original documents. Receipt of each Addendum is to be acknowledged on Proposal form and such will be recognized at time of Proposal opening.

**49. Entire Agreement and Amendments**

The Contract Documents contain the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. The Contract Documents may be altered or modified only in writing signed by the parties hereto.

**(All Proceeding pages must be included with bid)  
[END OF SECTION]**



**PROPOSAL FORM**  
**PROPOSAL FOR PUPIL TRANSPORTATION SERVICES**  
**FOR A 60 MONTH TERM**

**Attention: Merced County Office of Education**

**This Proposal is submitted by:**

\_\_\_\_\_ **(Firm Name)**

\_\_\_\_\_ **(Contact Name)**

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Business Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

The undersigned, as **VENDOR**, declares that the only person(s) interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that this **VENDOR** has received and has carefully examined the proposed contract and other documents on file with and available from the MCOE specified in this Request for Proposal. **VENDOR** proposes and agrees, if this Proposal is accepted, to enter into said contract with MCOE which contract, and its terms are understood by **VENDOR**.

**VENDOR** agrees, upon receipt of properly certified orders, to furnish all required bus transportation as determined by pupil location lists provided by MCOE for trips to and from school, field trips, and for any other use authorized by MCOE to further the policies of MCOE at the prices herein.

**VENDOR** agrees to furnish the Performance Guarantee in accordance with Item 7, as set forth in the Request for Proposal.

It is understood and agreed by the **VENDOR** that should their Proposal be accepted and an award made to them, and **VENDOR** fails or refuses to furnish corporate Performance Guarantee bond and other submittals required of this Proposal within ten (10) days after receiving notice from the MCOE, or fails or refuses to properly execute the Contract and furnish insurance required, the MCOE may, at its option, determine that this **VENDOR** has abandoned his Proposal and award the contract to another **VENDOR**. Thereupon, the award of said contract to this **VENDOR** shall be null and void and the security, consisting of the certified check

of Bid Bond accompanying their Proposal, shall be deposited with the MCOE for collection and the proceeds thereof shall be retained by the MCOE as liquidated damages resulting from failure of such **VENDOR** to properly execute the contract, file the required Performance Surety Bond and furnish required insurance.

The successful **VENDOR** will be required to furnish evidence of insurance in a form and with companies acceptable to the Superintendent. As detailed in the Request for Proposal, the minimum liability limits shall be TEN MILLION dollars (\$10,000,000) covering Personal Injuries, Wrongful Death, and Claims for Property Damage and The Merced County Office of Education, its governing board, officers, administrators, agents, and employees will be named as additional insureds.

If the Proposal is made by an individual, it shall be signed by him and if he is doing business under a fictitious name, the Proposal shall so state. If the Proposal is made by a co-partnership, the full names and addresses of the co-partner shall be stated and the Proposal shall be signed for all members by one or more members thereof. If the Proposal is made by a corporation, it shall be signed in the corporate name by authorized officer, the corporate resolution authorizing said officer to execute the Proposal shall be attached thereto and corporate seal affixed. If the Proposal is made by joint venture, the full names and addresses of all members of the joint venture shall be stated and the Proposal shall be signed by each venture.

Any exceptions or qualifications by the **VENDOR** must be submitted on an attached sheet. **VENDOR** acknowledges that he/she has read the Proposal specifications, completed the Questionnaire, and read the definition of terms and method of computation for the Proposals.

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Continued next page

**PROPOSAL FORM**

**A. BUS BASE RATES**

(All VENDORS must complete entire section)

**Cost**

**Plan #1 SELPA**

25 SELPA routes (SELPA provided Buses) \_\_\_\_\_ per mile

25 SELPA routes (VENDOR provided Buses) \_\_\_\_\_ per mile

Minimum Call Out (flat rate) \_\_\_\_\_ per day

**Plan #2 ES/VCS**

2 Ed Services/VCS routes (VENDOR provided buses) \_\_\_\_\_ per mile

Minimum Call Out (flat rate) \_\_\_\_\_ per day

**VENDOR NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**(Must be signed and included with bid)**

**OFFER TO PROVIDE TRANSPORTATION SERVICES**

The undersigned hereby proposes, offers, and agrees, if this offer is accepted within one hundred twenty (120) days, to enter into a Contract with the Merced County Office of Education, for furnishing the following services, in strict accordance with the Request for Proposal, Proposal Form and Addenda, at the rate schedule set forth in the Proposal Form. The undersigned authorized representatives (**two person minimum**) of the **VENDOR** hereby certify that they are authorized agents to sign on behalf of the company.

This form is an exact duplicate (verbatim) of the forms provided by MCOE. In the event a conflict should exist, the language in the MCOE bid forms will prevail.

**REQUIRED SIGNATURES:**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**(Must be signed and included with bid)**



3. Individual Proprietorship Yes \_\_\_\_\_ No \_\_\_\_\_  
List proprietor's name and residence addresses.

\_\_\_\_\_

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in transportation of passengers?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. In what area or city?

3. Is this operation full-time, regularly scheduled, or part-time?  
(Describe briefly)

4. Describe any transportation permit (City or State) under which you operate.

5. Have you now contracts with, or have you ever contracted to provide school bus service to, any school district or county office of education (COE) in the State of California, or any other state;

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes" list names and locations of Districts and/or COEs and number of buses involved. Also give dates of contract period. (If you are now engaged in such a contract service, list prior contracts at your discretion.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If "Yes" state, the number of years you have been engaged in such public school transportation service.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Vehicle Data: List motor vehicles owned by you, giving make of chassis, make of body, type, model, capacity, GVW and year manufactured.

Buses – School (Approved for California School use)

D. ADDITIONAL INFORMATION ON VENDOR

1. Does your firm engage in business other than transportation?

Yes \_\_\_\_\_ No \_\_\_\_\_

- 2. Give the name or names of any and all persons employed in an advisory capacity and brief resume of their experience. (Can provide attachment)
- 3. State which of these persons mentioned in number 2 (above) is a full-time employee or a part-time employee. If part-time, indicate the percentage of their time that will be devoted to the business. (List on attachment as mentioned in number 2 (above).)

E. DRIVER PERSONNEL

1. Number of drivers now in your regular employ:

- a) School Bus (In public school service) \_\_\_\_\_
- b) Other bus \_\_\_\_\_

2. Driver Selection Procedures

- a) What Procedure do you have to secure data on Applicants?
- b) Do you use any personal interview procedures?

Yes \_\_\_\_\_ No \_\_\_\_\_

Describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c) Do you make a reference check on driver applicants?

Yes \_\_\_\_\_ No \_\_\_\_\_

d) Do you use any personnel qualifications and driver test procedures?

Yes \_\_\_\_\_ No \_\_\_\_\_

Describe procedure briefly: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Give name and titles of persons responsible for your driver personnel program.

\_\_\_\_\_  
 \_\_\_\_\_

4. Driver Training

a) Do you have a driver training program in your present operation?

Yes\_\_\_\_ No\_\_\_\_

b) Give names and titles of persons assigned to the program and their experience.

c) How often are safety meetings held?

5. If you are the successful **VENDOR**, do you plan to regularly drive one of the school buses yourself?

Yes\_\_\_\_ No\_\_\_\_

F. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

1. Give the address of, and describe briefly, your garage, maintenance, and service facilities which you propose to use in the event you should be a successful **VENDOR**.

2. Give the name, title, and experience of the person who will be responsible for this activity.

3. Do you have a formal, schedule Preventive Maintenance Program for your vehicle fleet?

Yes\_\_\_\_ No\_\_\_\_

Describe procedure briefly: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Do you require regular written reports from your drivers on condition of vehicle?

Yes\_\_\_\_\_ No\_\_\_\_\_

Describe briefly or attach a copy of form used by **VENDOR**:  
\_\_\_\_\_  
\_\_\_\_\_

5. Do you maintain records of, and evaluate, road failures?

Yes\_\_\_\_\_ No\_\_\_\_\_

6. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

Yes\_\_\_\_\_ No\_\_\_\_\_



Describe briefly: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. What is your company’s current California Highway Patrol Fleet Rating?  
\_\_\_\_\_

8. In the past five years, including current, have you had an Unsatisfactory or Conditional Terminal Rating?  
Yes \_\_\_\_\_ No \_\_\_\_\_

9. If yes, how many? \_\_\_\_\_ Please provide a copy of the CHP 343 form for each Unsatisfactory Inspection.

G. SAFETY PROGRAM AND ACTIVITIES

1. Do you have an established, continuing Safety Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, provide proof of program.

2. Give the name, title and experience of the person or persons charged with the responsibility for this program. \_\_\_\_\_  
\_\_\_\_\_

3. How frequently do you require documented safety meetings to be held for driving staff in the course of a year? \_\_\_\_\_  
\_\_\_\_\_

4. How frequently do you require documented bus safety inspections (internal, not CHP) be made by the safety officer or manager during the course of a year? \_\_\_\_\_  
\_\_\_\_\_

5. How many school bus accidents has your firm experienced in the past 3 years? \_\_\_\_\_

H. INSURANCE DATA

1. If your Proposal is considered for award, will you request and authorize your insurance carriers of the prior three years to furnish in writing, your accident loss ratio, and workers’ compensation loss ratio?  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. List your firm's Experience Modification Rating (EMR) (California Worker's Compensation Insurance) for the current and 3 prior premium years:

Current Year	Prior Year	Prior Year #2	Prior Year #3

3. List your firm's Accident Loss Ratio (accidents per 100 million miles driven) for the current and 3 prior premium years:

Current Year	Prior Year	Prior Year #2	Prior Year #3

I. FINANCIAL AND CREDIT DATA

1. If your Proposal is considered for award, and if requested by MCOE will you supply the following data:

Yes \_\_\_\_\_ No \_\_\_\_\_

- a) Names and addresses of any banks where you regularly do business?
- b) The names and addresses of any bank, financial companies, dealers, suppliers, or others where you have notes or contracts payable?
- c) Give Credit references, including at least three trade or industry suppliers with whom you regularly deal?
- d) If any of the business endeavors referred to in question (d.) above is no longer operating, or you are no longer associated with them, please give brief details.

2. As in number 1 (above), would you submit upon request a Balance Sheet for the most recent two (2) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**(Must be signed and included with bid)**  
[END OF SECTION]

**AGREEMENT  
(APPENDIX "B" to PROPOSAL)**

**Merced County Office of Education**  
632 West 13<sup>th</sup> Street  
Merced, CA 95341  
(209)381-6600

**STUDENT TRANSPORTATION SERVICES  
AGREEMENT**

**THIS CONTRACT** made and entered into this **XXXXXXXX** by and between **XXXXXXXX**, hereinafter **VENDOR** and the **Merced County Office of Education**, hereinafter **MCOE**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **VENDOR** shall furnish transportation services to the MCOE for the rates specified in Bid #2023-18 "Merced County Office of Education Transportation Services" with a contract price of:

<b>Plan #1 SELPA (SEPLA provided Buses)</b>	\$ _____ per mile
<b>Plan #1 SELPA (VENDOR provided Buses)</b>	\$ _____ per mile
<b>Plan #1 SELPA Minimum call out</b>	\$ _____ per day

<b>Plan #2 ES/VCS (VENDOR provided Buses)</b>	\$ _____ per mile
<b>Plan #2 ES/VCS Minimum call out</b>	\$ _____ per day

- 2. The term of this contract shall begin xxxxxxxx, and will terminate on xxxxxxxx.
- 3. The **VENDOR** shall not commence work until proof of insurance and all other deliverables required by this Agreement have been submitted to the MCOE and said insurance has been approved by the MCOE.
- 4. Payment Schedule - Payment for Services shall be made upon submission of monthly statements and the MCOE's written approval of the work (which said approval shall not be unreasonably withheld).
- 5. Approvals for payment shall be authorized by a responsible administrator of the MCOE.
- 6. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Request for Proposal	All requirements of the <i>Bid Proposal Packet</i>
All certifications and affidavits	Workers' Compensation Endorsement
MCOE Purchase Order	Surety Bonds
Insurance Forms	VENDOR Questionnaire
All addenda	All required with Bid Proposal
- 7. The **VENDOR** shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current, generally-accepted practices for an educational institution.

8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract,

**NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, MCOE requires your federal tax identification number or Social Security Number, whichever is applicable.**

**TYPE OF BUSINESS ENTITY**

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Other

**TAX IDENTIFICATION**

- \_\_\_\_\_ Employer Identification
- \_\_\_\_\_ Social Security Number

LICENSE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

VENDOR	MCOE
--------	------

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
STEVE M. TIETJEN, Ed.D.,  
COUNTY SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(Must be signed and included with bid)**

**VENDOR’S CERTIFICATE  
REGARDING WORKERS’ COMPENSATION**

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

(Must be signed and included with bid)

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**(Must be signed and included with bid)**

**VENDOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful **BIDDERS** pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the **VENDOR** or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.
- 2. Establishing a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The person’s or organization’s policy of maintaining a drug-free workplace.
  - (c) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations.
- 3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the MCOE determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**(Must be signed and included with bid)**

**VENDOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

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

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**(Must be signed and included with bid)**



**VENDOR CERTIFICATION REGARDING BACKGROUND CHECKS**

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the MCOE must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the MCOE. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the MCOE pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the MCOE, and prior to being present on MCOE property or being within the vicinity of MCOE pupils, you shall certify in writing to the MCOE under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).)

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The MCOE shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the MCOE shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ [insert "owner" or officer title] of \_\_\_\_\_ [insert name of business entity], have read the foregoing and agree that \_\_\_\_\_ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

**DATED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ATTACHMENT A****Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.

- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;

(32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.