



SANTA BARBARA UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP #23/24-01

STUDENT TRANSPORTATION SERVICES

Closing Date: December 21, 2023 at 2:00 p.m. PST

Submit Proposals To:

Santa Barbara Unified School District
Purchasing Department
Carmen Rodriguez, Purchasing Manager
720 Santa Barbara Street
Santa Barbara, CA 93101

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NOTICE INVITING PROPOSALS

Issued: November 30, 2023

Proposal Submittal Deadline: December 21, 2023 at 2:00 p.m. PST

NOTICE IS HEREBY GIVEN that the Santa Barbara Unified School District ("SBUSD") of Santa Barbara County, California, acting by and through its Governing Board, hereinafter referred to as "SBUSD", will receive sealed proposals up to, but no later than **2:00 p.m. PST on December 21, 2023**, for:

RFP #23/24-01 STUDENT TRANSPORTATION SERVICES

Complete solicitation packet is now available for download on the SBUSD website at <https://www.sbunified.org/public-notices> . Documents may also be obtained from The SBUSD Purchasing Department located at 720 Santa Barbara Street, Santa Barbara, CA 93101, or by contacting Carmen Rodriguez at crodriguez@sbunified.org

Sealed hard copy RFP responses will be received at the SBUSD Administration Office located at 720 Santa Barbara Street, Santa Barbara, CA 93101 to the attention of Carmen Rodriguez, Purchasing Manager. Proposal response to be **CLEARLY LABELED** on the outside of the envelope, "RFP #23/24-01; Student Transportation Services", and will be opened at or after the time and date set for the RFP submittal deadline. ***Electronic or Fax submissions will not be accepted.***

All bids shall be submitted on the forms provided in the RFP packet and must conform to all bid instructions and any addenda issued.

No Proposer may withdraw their Proposal for a period of ninety (90) days after the date set for bid opening.

SBUSD reserves the right to reject any, all, or any part of the proposal. SBUSD may waive irregularities or informalities, or may sit and act as sole judge of the merit and qualifications of the products and services offered in any proposal, or in the bidding process.

By order of the BOARD OF EDUCATION OF THE SANTA BARBARA UNIFIED SCHOOL DISTRICT.

Dated this 30th day of November, 2023

By: Carmen Rodriguez
Purchasing Manager
Santa Barbara Unified School District
crodriguez@sbunified.org

REQUEST FOR PROPOSALS STUDENT TRANSPORTATION SERVICES

Background

The Santa Barbara Unified School District hereinafter referred to as “SBUSD” or the “District” is seeking proposals from professional student transportation companies to provide student transportation for approximately 350 preschool through sixth grade SBUSD students for home-to-school transport to 4 elementary schools and one elementary charter school, plus one Goleta North route for students who need transportation to Goleta Valley Junior High and Dos Pueblos High School. Student Transportation will also be needed for Special Education students at any of the 9 elementary schools, 1 elementary charter, 4 Junior Highs, and 5 High Schools in the district. Currently, there are approximately 175 Special Education students requiring home-to-school transportation.

Definitions

- a) As used herein, “RFP” means this Request for Proposal, RFP #23/24-01 STUDENT TRANSPORTATION SERVICES
- b) As used herein, “District” or “SBUSD” means the SANTA BARBARA UNIFIED SCHOOL DISTRICT.
- c) As used herein, “Proposer” or “Vendor” means the Firm or Contractor submitting a Proposal.
- d) As used herein, “Offer” means the Proposal.
- e) As used herein, “Contract” means an associated Agreement with the District.

Minimal Requirements Pass/Fail

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring. The following are considered minimal requirements. **Proposals not meeting the following criteria may not be considered further:**

- All Proposal documents signed and submitted as specified.
- Proposer has operated a Student Transportation program including Special Education buses for a minimum of three (3) years with a minimum of 30 Daily Routes.

Securing Documents

Each Proposal must conform and be responsive to the RFP and the Statement of Work. The complete solicitation packet including submittal documents, important dates, Sample Agreement, Scope of Work, Exhibits and Addenda is available for download from the Districts Website Public Notices tab at: <https://www.sbunified.org/public-notices> .

Interpretation of RFP Documents and Questions

Proposers shall notify SBUSD promptly of any error, omission, or inconsistency that may be discovered during examination of the proposal documents. Requests for interpretation, clarification, and questions about the meaning or intent of the request for proposal documents are to be directed via email to Carmen Rodriguez, Purchasing Manager at crodriguez@sbunified.org . Requests for interpretation, clarification, and questions that are not submitted through email will not be considered. Proposer's company name, address, phone number, and contact person's name along with the RFP number and RFP name must be included in the questions/clarification/interpretation email.

Interpretations, clarifications, or questions must be received by December 13, 2023 at 5 p.m. PST.

Interpretations, clarifications, or responses to questions considered necessary by the District will be issued through an addendum/addenda before or no later than December 18, 2023. It is the Proposer's sole responsibility to ascertain that it has received all Addenda issued.

Only answers to Proposer's questions that have been posted on the SBUSD website by the District by means of formal written Addenda will be valid and binding. Oral and any other interpretations or clarifications will be without effect, legal or otherwise, and shall not be relied on. Any and all addenda issued are hereby incorporated into the terms and conditions of the RFP specifications.

Proposal Submission

Proposals must be submitted in ink or typewritten on pre-printed Proposal documents. All signatures on the proposals must be in ink to be considered responsive. ***No digital signatures will be accepted.*** The Proposal deadline for submission is no later than: **December 21, at 2:00 p.m. PST.**

Submit the proposal in a sealed envelope, clearly marked for the proposal being submitted: "RFP #23/24-01 Student Transportation Services".

Submit the Proposal to:
Santa Barbara Unified School District
Purchasing Department
Carmen Rodriguez, Purchasing Manager
720 Santa Barbara Street
Santa Barbara, CA 93101

Submission of a signed proposal will be interpreted to mean the Proposer has agreed to all the RFP requirements, specifications and terms and conditions set forth in the RFP documents.

A checklist is provided in the bid package indicating the forms required with the bid submittal. Submittals not including all forms referenced on the checklist may be considered non-responsive at the discretion of The District, and may not be considered further.

Modification or Withdrawal of Proposal

A Proposer may modify or withdraw a Proposal after submission up to the closing date, December 21, 2023 at 2:00 p.m. PST.

Late Proposals

No Proposal or Proposal Modification will be accepted after the response closing date December 21, 2023 at 2:00 p.m. PST. Proposals received after the stated deadline will be considered non-responsive and will not be opened by the District. Telephone, telegraphic, facsimile, and/or electronic proposals will not be accepted and will be considered non-responsive.

Proposal Signature

All Proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signatures must be fulfilled. **Signature on the proposal must be in ink to be considered responsive. No digital signatures will be accepted.**

Awarded vendors shall not at any time be an officer, employee, or agent of the District while engaged in carrying out and complying with the terms and conditions of the contract.

Validity of Firm Proposal/Offer

Each Proposal/Offer must be a firm irrevocable offer and remain open and valid for acceptance for a period of ninety (90) days after the date set for bid opening.

Proprietary and Private Information

Certain information and data that may be required to respond to the RFP may be proprietary or confidential under the California Public Records Act. All Public Records Act materials must be labeled as such. Each Contractor must specifically agree as part of their response to this RFP that they will maintain the confidentiality of all SBUSD information provided in support of the RFP and implementation of any resulting applications and systems. Proposals become the property of SBUSD upon submission and will be maintained in accordance with the California Public Records Act.

Public Opening of RFP's

Proposals will be opened publicly in the Business Services Department at or after the proposal due deadline. A tabulation of proposals received will be available upon written request and within a reasonable time after the proposal opening. RFP results will be emailed, or mailed to interested parties upon request.

Projected Timeline

EVENT	DATE
RFP Date Issued:	November 30, 2023
Advertisement:	November 30, 2023 and December 7, 2023
Last Day for Questions:	December 13, 2023 by 5:00 p.m. PST
Last Day for Addenda:	December 18, 2023
Proposal Due:	December 21, 2023 at 2:00 p.m. PST
Estimated Board of Education Item/Approval:	January 16, 2024
Estimated Contract Start Date:	July 1, 2024

Addenda/Amendments

SBUSD reserves the right to amend this RFP at any time and at its sole discretion may change the due date of this RFP. All amendments will be posted through addenda on the SBUSD website.

It is the sole responsibility of the Proposer to verify they are in receipt of all amendments. An amendment may change any requirement of the RFP including but not limited to, the scope of work, technical requirements, and Proposal documents.

Agreement Requirements

The firm selected will be required to enter into an Agreement with the SBUSD. The language set forth in Attachment #5 sets forth material terms which must be accepted by the vendor in such Agreements; SBUSD may elect to modify or amend the terms of the Agreements set forth in Attachment #5, and may negotiate additional or alternate terms with the selected vendor prior to its execution.

Errors and Corrections

No erasures are permitted. Mistakes may be crossed out and corrections made adjacent but must be initial in ink by the person signing the Proposal. Verify your Proposals before submission as they cannot be withdrawn or corrected after being opened.

Cost of Preparation of Proposals

Costs for developing responses to the Request for Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the District.

Award of Contract

- a) Award will be made to the most responsible and responsive Proposer. The basis of the award will be determined by evaluation of items as listed in the section titled “**Evaluation and Scoring Process**” and any other established purchasing methods that are applicable.
- b) The Proposer is solely responsible for the content of its Proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
- c) SBUSD reserves the right to reject any or all Proposals or any part of a Proposal and to waive informalities and minor irregularities in the Proposals received.
- d) A formal Contract will be signed by the successful Proposer and SBUSD to perform the transportation service to be provided.
- e) The terms and conditions contained in the attached sample agreement or, in the sole discretion of SBUSD, terms and conditions substantially similar to those contained in the agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the contract, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Exceptions are to be submitted under Supplemental Information. Proposer’s exceptions will be reviewed by SBUSD and may result in disqualification of Proposer’s offer as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s response, then SBUSD may consider Proposer’s exceptions when SBUSD evaluates the Proposer’s response.
- f) SBUSD Purchasing Department reserves the right to enter into discussions with any one or all of the Proposers after Proposals have been initially reviewed by SBUSD.

Protest of Award

Any Appeal by any Proposer regarding any other Proposal must be submitted in writing to the District, **before 4:00 p.m. PST of the fifth (5TH)** business day following the date of the notification of the Intent to Award. Appeals shall be submitted via email to Mrs. Kimberley Hernandez, Assistant Superintendent of Business Services at kthernandez@sbunified.org and shall meet all of the requirements listed below.

- a) After District staff has evaluated the Proposals received and has determined the highest-ranked responsive and responsible Proposal for the award, a notification of the Intent to Award will be issued and sent to all Proposers.

- b) Only a Proposer who has actually submitted a Proposal, and who could be awarded the contract if the Appeal is upheld, is eligible to submit an Appeal. Subcontractors are not eligible to submit an Appeal. A Proposer may not rely on the Appeal submitted by another Proposer.
- c) An appeal may be based on a Proposer's belief that the recommendation of intent to award is inconsistent with Board policy, the Proposal's specifications, or was not in compliance with the RFP instructions. All Appeal requests must be filed in writing with the Deputy Superintendent or designee within five (5) business days after the date of the notification of the Intent to Award.
- d) The Proposer shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Appeal request. The Appeal must refer to the specific portions of all documents that form the basis for the Appeal. A Proposer's failure to file the Appeal documents prior to the Appeal deadline shall constitute a waiver of the Proposer's right to file an Appeal of the award of the contract.
- e) The Assistant Superintendent or designee shall review the documents submitted with the Proposer's claim and render a decision in writing. The Assistant Superintendent or designee may convene a meeting with the Proposer to attempt to resolve the Appeal. Proposer shall attend the meeting when requested and may not delay the meeting.
- f) The Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party. The procedure and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of an Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Appeal, including filing a Government Code Claim or instituting legal proceedings.

Remit Address for Protest

Santa Barbara Unified School District
Attention: Kimberley Hernandez, Assistant Superintendent, Business Services
720 Santa Barbara Street
Santa Barbara CA 93101

Examination of Contract Documents

Proposer shall thoroughly examine and be familiar with the scope of work and specifications. The failure or omission of any Proposer to receive or examine any Contract Document, form, instrument, addendum, or other document shall in no way relieve any Proposer from any obligation with respect to its Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Failure to Fulfill Contract

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract for the same items in such manner as is deemed by the Board of Education to be to the best interest of the Santa Barbara Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable

to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested. In the instance of District cancellation for vendor's failure to fulfill the contract, District shall have no further obligation to vendor beyond payment of any undisputed amounts then due vendor for services previously performed. The District may offset any such obligation by the liability against vendor associated with the failure to fulfill the contract.

Independent Contractor

The Contractor is an independent contractor under this Agreement. Personnel and payroll services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as employees or agents of the District.

Licenses and Permits

It is the Proposer's responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work involved.

Insurance Requirements

The Successful Proposer shall acquire and maintain at own expense all insurance described below. All insurance shall remain in full force and effect until final project completion and acceptance, as determined by the District. Within ten (10) calendar days of award of contract, the Successful Proposer must furnish the District with the Certificates of Insurance proving coverage. Failure to furnish the required certificates and endorsements within the time allowed will result in withdrawal of award. **A sample Certificate of Insurance is provided in Attachment #6.**

- **Commercial General Liability** Insurance for injuries including accidental death, combined single limit per occurrence in an amount not less than: \$5,000,000.00 each occurrence.
- **Automobile Liability** combined single limit \$5,000,000.00
- **Umbrella Liability** insurance in an amount not less than: \$20,000,000.00
- **Sexual Abuse & Molestation Liability** single limit per occurrence in an amount not less than: \$1,000,000.00 each occurrence and \$10,000,000.00 aggregate.
- Certificate and insurance policies shall include the following **clauses**:

 "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- Certificates of Insurance shall state in particular those insured, extent of insurance, location and operations to which insurance applies, expiration date, and cancellation and reduction notice.

- Certificates of Insurance shall contain a waiver of subrogation naming the District as an additional insured under the policy description and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Endorsement must note: **“The Santa Barbara School District, Board Members, Officers, Officials, Employees, Authorized Representatives, Agents and Volunteers are named as additional insured”**.

Workers’ Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation for its employees. **Contractor shall submit with Proposal Attachment #4, Certificate regarding Workers’ Compensation.** A copy of the Proposer’s Certificate of Insurance must be on file with the District prior to performing work under this contract.

Hold Harmless Clause

Proposer agrees to and shall hold harmless and indemnify the District, its officers, agents and employees from every claim or demand and every liability or loss, damage or expense of any nature whatsoever, including liability of damages for death, or bodily injury to person, injury to property, or any other loss, damage, or expense sustained any third party or the Proposer or any person, firm, or corporation employed by the Proposer arising from or in connection with the services called for in this Proposal.

1. Required Clearances for Staff

- **Tuberculosis Screening Clearance:** The Contractor shall be responsible for ensuring compliance with tuberculosis screening procedures for all employees providing transportation services or who may be working on any school site. Verification of compliance with this section shall be provided in writing to the District prior to each individual’s commencement of employment and prior to permitting contact with students.
- **Security Clearance:** The Contractor shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code § 45125.1. The Contractor’s responsibility shall extend to all staff and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual’s commencement of employment and prior to permitting contact with students.

Child Abuse Reporting: Contractor assures District all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. The Contractor agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Contractor agrees that all staff members will abide by such laws in a timely manner.

Prohibited Activities

Use of cell phones, tobacco products, intoxicants, or narcotics are prohibited in or around students. Nor shall profane language, quarreling, fighting, or gambling or any other type of misconduct as determined by the District be permitted.

Contract Price Escalation/De-Escalation Requests

Contract price shall remain firm for the initial five (5) year term, with one (1) year optional renewal terms after the initial five (5) years. Total potential contract term of ten (10) years. Price adjustments may be requested in writing at the time of contract renewal and agreed to by mutual consent.

Price adjustment requests, including suitable proof (as defined below) shall be submitted to:

Santa Barbara Unified School District
Attention: Kimberley Hernandez, Assistant Superintendent for Business Services
720 Santa Barbara Street
Santa Barbara, CA 93101

Price increases shall not be retroactive. A price increase may only occur if the successful Proposer has been notified in writing of the District's approval of the requested increase.

Suitable Proof for Price Increase

Consumer Price Index or Producers Price Index (United States All Urban Consumers) as published by the Bureau of Labor Statistics of the U.S. Department of Labor, showing a calculated increase for the previous twelve (12) month contract term.

Price Decrease

If at the time of exercising the price adjustment provision market indicators (CPI/PPI) show that the prices have decreased, and the successful Proposal does not pass the decrease on to the District, the District reserves the right to terminate the contract.

Point of Contact

The Contractor will provide a primary point of contact who will liaison with the SBUSD Assistant Superintendent of Business Services or designee on a regular basis.

Assignment

The successful Proposer shall not assign or transfer by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without the prior written consent of the District.

Compliance with Law

The successful Proposer shall be subject to and shall comply with all federal, state and local laws and regulations applicable with respect to its performance under this contract including, but not limited to: licensing, employment and purchasing practices and wages; hours and conditions of employment, including nondiscrimination.

Attorney's Fees

If Legal Action is brought by either party to this Proposal to enforce any of its terms (including component parts of the Proposal documents), and the District prevails in such Action, the Proposer shall pay all litigation expenses incurred by the Public Agency, including attorney's fees, court costs, expert witness fees, and investigation expenses.

Governing Law/Venue Santa Barbara County

In the event of litigation, the contract and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue will be with the appropriate state (Santa Barbara Superior Court) or federal court located in Santa Barbara County.

Severability

If any provision or any portion of any provision, of any contract resulting from this Proposal shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

Proposal Agreement to Terms and Conditions

Submission of a signed Proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

Contract Term and Multi-Year Extensions

The initial term of the contract shall be Five (5) years. The contract period shall begin after a fully executed signed agreement is in place, with the SBUSD. The contract may be renewed for five (5), one-year (1) renewal terms, from the expiration date of the initial term. Annual renewal of this contract must be by mutual consent expressed in writing. The total potential contract term is ten (10) years.

Contract Extension

The District reserves the option to temporarily extend the contract for up to ninety (90) calendar days from its expiration date for any reason. The current pricing shall remain in effect through the contract extension period.

Non-Collusion Affidavit

Proposers are required to submit a completed **Attachment #3, Non-Collusion Affidavit** with their Proposal. This form is included with the Contract Documents and must be dated and signed under penalty of perjury.

Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The successful Proposer agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code § 12900, and Labor Code § 1735. In addition, the Contractor agrees to require anti-discrimination compliance by any of its subcontractors employed on the contract.

Termination or Suspension of Services

1. The District may terminate this Agreement immediately in the event that the District's Board or Superintendent reasonably concludes that Contractor's performance under this Agreement has endangered the health, safety or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under this Agreement.

2. District may otherwise terminate this Agreement with the Contractor, without cause, by giving 180 days written notice of termination to the Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under this Agreement.

3. District may terminate this Agreement if District gives written notice to Contractor of its intent to terminate this Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this 60-day notice requirement:

- Should the Contractor file for protection under the bankruptcy laws of the United States.
- Should the Contractor repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Agreement.
- Should the Contractor regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
- Should the Contractor willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with this Agreement.

Right to Reject Proposals and Negotiate Contract Terms

SBUSD reserves the right to reject any or all Proposals. SBUSD may negotiate the terms of the contract, including the award amount, with the selected Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Contractor or Contractors, SBUSD may negotiate a contract with successively lower scoring Contractors until conclusion is reached or the determination is made to make no award at all.

Evaluation and Scoring Process

A Committee composed of selected members from the District will evaluate the submitted proposals. Only proposals that are deemed complete will be given to the evaluation committee for review. The evaluation committee will score each section/criteria based on the maximum allowable points per criteria, as outlined below. Cost will not be opened and scored until after the evaluation committee has completed and scored the technical criteria of the submitted proposals. The District will shortlist up to four Firms and reserves the right to request onsite presentations from the three shortlisted firms. Due to the evaluation procedure for the RFP, the lowest total cost proposal may or may not indicate the successful award. The total cost is only one of the scores used to determine the most responsive bidder.

CRITERIA	POSSIBLE POINTS
Tab 1: Introduction Letter	2
Tab 2: Technology Audio/Visual and Routing System	12
Tab 3: Preventative Maintenance Plan	8
Tab 4: Customer Service and Communication	12
Tab 5: Operation Approach - Personnel	12
Tab 6: Safety Plan and Record	8
Tab 7: Cost/Pricing	40
Tab 8: Required Documents	5
Tab 9: Supplemental Information	1
RFP Submission Total Maximum Points	100
Onsite Presentation (Shortlisted Firms Only)	25
Total Maximum Points	125

OVERVIEW OF TRANSPORTATION SERVICES AND SPECIAL CONDITIONS

Overview of Transportation Services

The Santa Barbara Unified School District (SBUSD) serves more than 12,000 students across nine (9) elementary schools, four (4) junior high schools, five (5) high schools, and one (1) charter school. For the purposes of this proposal, the Bidder should consider that transportation is currently required for 350 preschool through sixth grade general education students to four (4) elementary schools and one (1) charter. 1 bus is needed for the small group of students residing in Goleta North who are enrolled in Goleta Valley Junior High and Dos Pueblos High School. SBUSD student transportation services are provided through an independent contractor. The District does not own or house any buses or equipment. The following data is an indication of the scope of operations:

Average Operation Schedule

- School Days 180
- Summer School Days – 20 on average
- Number of routes: 35-45
- See General Education Estimated Routes.
- Average Students Transported daily: 525
- Average Miles per day: 96
- Total Gen Ed. buses: 7
- Schools and facilities: 22
- Field Trips and Afterschool Programs: The District may require some services for therapy trips, class field trips, excursions, etc. calling for use of after school and/or mid-day service. Rates for such service shall be indicated on the Bid Form.
- Special Education daily buses: 26
- See Current Special Education Bus Routes.
- Special Education Students Transported: 175
- McKinney Vento Students (Displaced): 10-15 per day per year. Busing current address to home school. Estimated 5 routes.

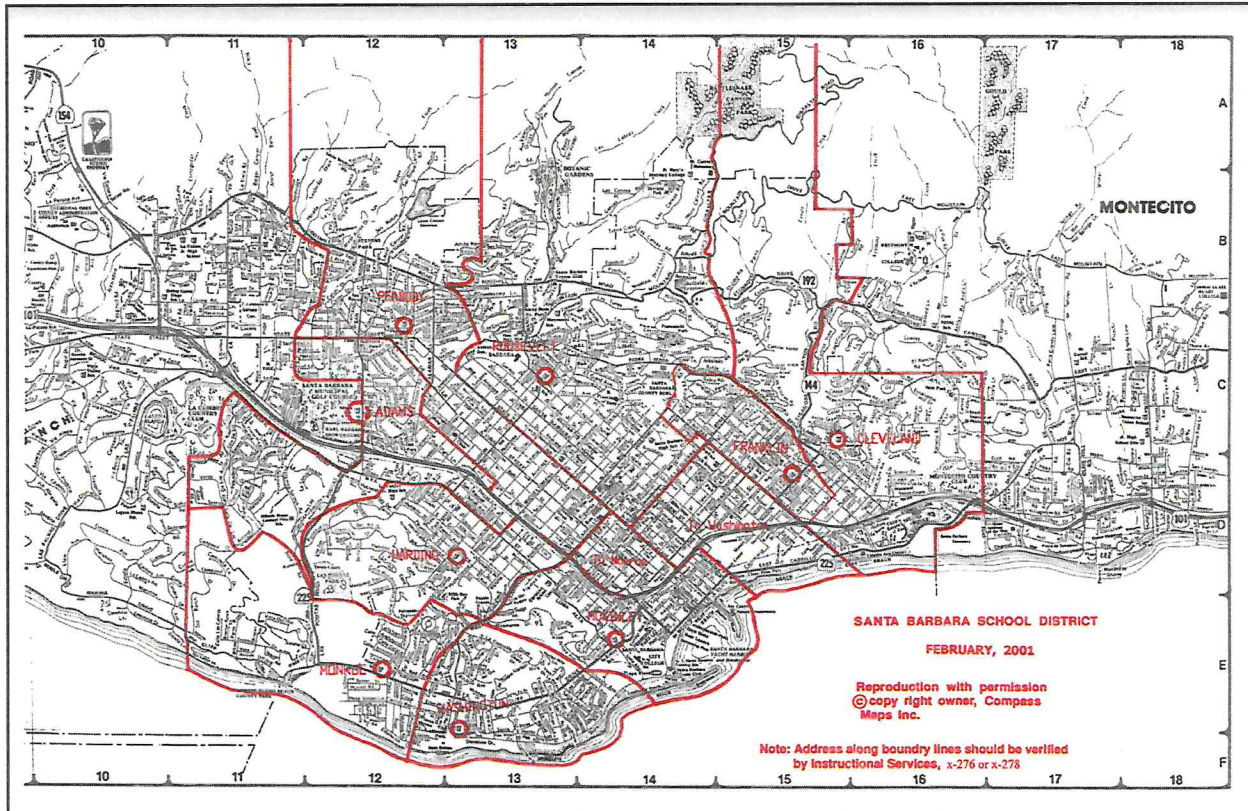
Current Service Information

The following information is intended to provide Proposer with a general understanding of current District operations and transportation requirements within the District. Proposals should meet the requirements specific within this RFP based upon maintaining the approximate current transportation service level. Proposers may describe route or other service alternatives within their proposal, but may not include such changes in their pricing proposal. The successful Proposer will have the opportunity to discuss implementation of such proposals once under agreement with the District.

School District Boundary Map

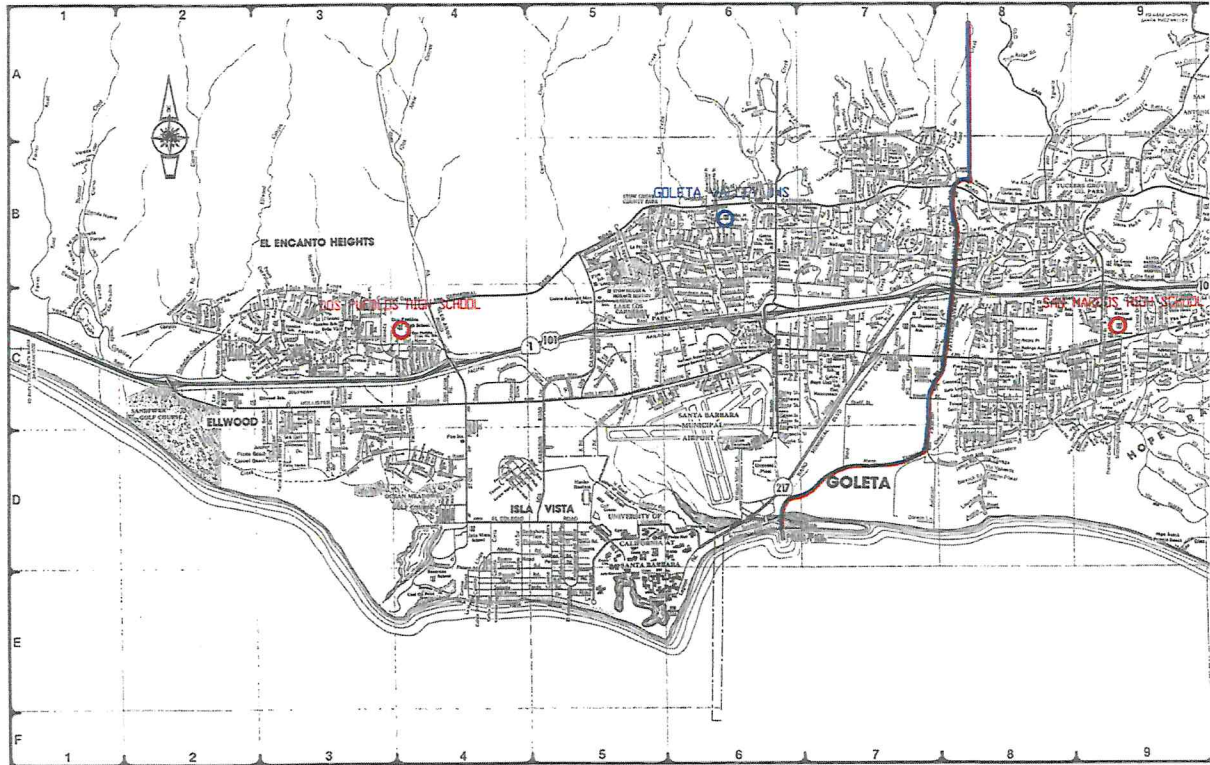
Elementary Map

Adams, Cleveland, Franklin, Harding, McKinley, Monroe, Roosevelt, SBCA, Washington,
Peabody (Charter)

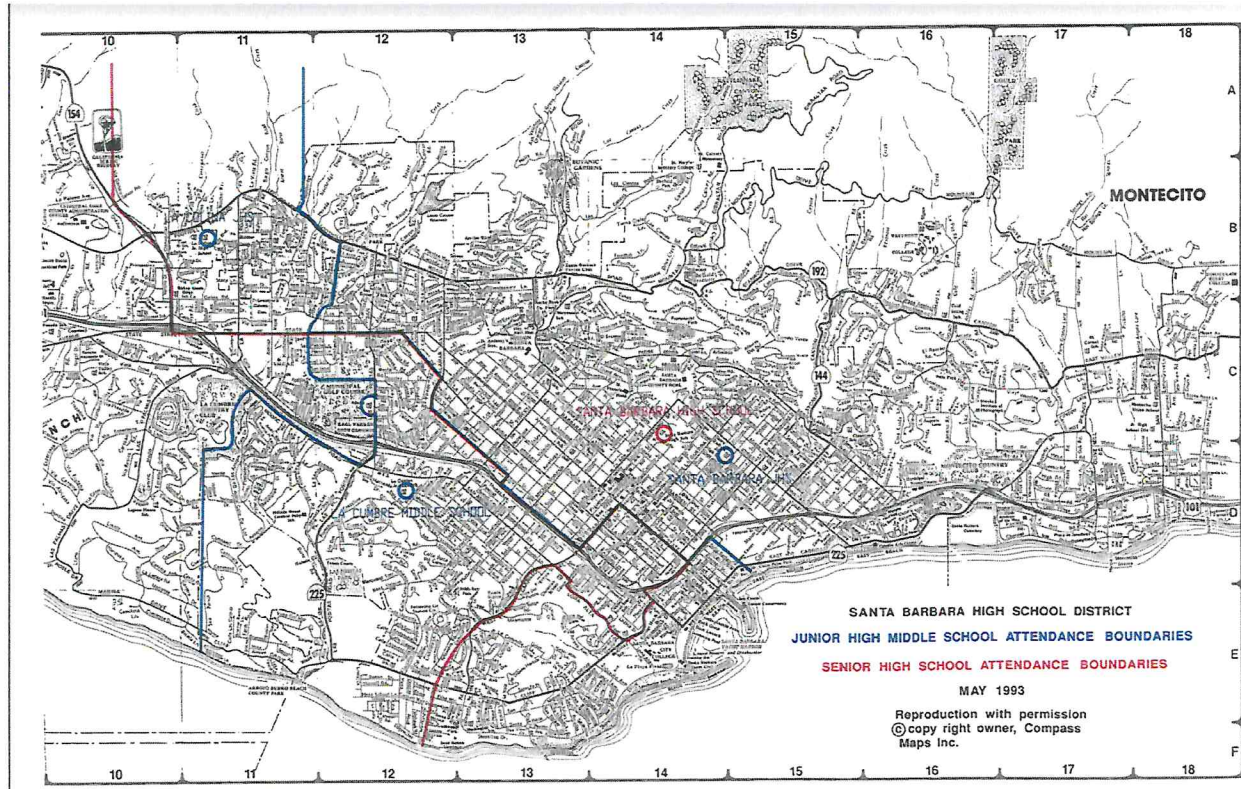


Map (Goleta)

Dos Pueblos High, San Marcos High, Goleta Valley Jr High



Map (Santa Barbara)
Santa Barbara High, La Cuesta/Alta Vista High,
La Cumbre Jr High, Santa Barbara Jr High, La Colina Jr High



General Ed School Bus Routes - (estimated)**Adams (98 students) + Peabody Charter (80 Students)****Route 2 Morning**

Time	Location
7:15 AM	425 E Cota
7:30 AM	De La Vina & Micheltorena
7:35 AM	De La Vina & Anapamu
7:40 AM	Peabody Elementary
7:45 AM	Alamar & Bath
7:53 AM	Castillo & Los Olivos
7:55 AM	Castillo & Islay
8:00 AM	Castillo & Sola
8:05 AM	Castillo & Anapamu
8:08 AM	Adams School

Route 2 Morning

Time	Location
07:20 AM	Alamar & Chapala
07:23 AM	Alamar & Bath
07:30 AM	De La Vina & Pueblo
07:35 AM	De La Vina & Mission
07:40 AM	Peabody Elementary
08:00 AM	Arrellaga & San Pascual
08:15 AM	San Pascual & Pedregosa
08:25 AM	Adams School

Route 2 - Afternoon

Time	Location
02:15 PM	Adams Elementary
02:25 PM	Arrellaga & San Pascual
02:28 PM	San Pascual & Pedregosa
02:32 PM	Castillo & Islay
02:34 PM	Castillo & Sola
02:35 PM	Castillo & Anapamu
02:41 PM	Adams School
02:50 PM	Arrellaga & San Pascual
02:52 PM	San Pascual & Pedregosa
02:56 PM	Castillo & Islay
02:58 PM	Castillo & Sola
02:59 PM	Castillo & Anapamu

Time	Location
03:08 PM	Adams Elementary
03:18 PM	Arrellaga & San Pascual
03:21 PM	San Pascual & Pedregosa
03:25 PM	Castillo & Islay
03:28 PM	Castillo & Sola
03:30 PM	Castillo & Anapamu

Route 6 - Morning

Time	Location
07:42 AM	Modoc & Kentia
07:48 AM	Las Positas & Rebecca (Stonecreek apartments)
07:52 AM	Veronica Springs & Veronica Place
07:54 AM	Torino & Vicente
07:56 AM	Torino & Palermo
07:58 AM	Palermo & Mariana
08:00 AM	Palermo & Calabria
08:05 AM	Modoc & Hacienda
08:07 AM	Parks & Portola

Route 6 - Afternoon

Time	Location
02:15 PM	Adams Elementary
02:21 PM	Las Positas & Rebecca (Stonecreek)
02:23 PM	Veronica Springs & Veronica Place
02:25 PM	Torino & Vicente
02:26 PM	Torino & Palermo
02:27 PM	Palermo & Mariana
02:28 PM	Palermo & Calabria
02:30 PM	Modoc & Hacienda
02:31 PM	Parks & Portola
02:32 PM	Modoc & Oak
02:35 PM	Pueblo & Oak Park
02:37 PM	Alamar & Bath
02:42 PM	Adams School
02:46 PM	Las Positas & Rebecca
02:50 PM	Veronica Springs & Veronica Place
02:51 PM	Torino & Vicente
02:52 PM	Torino & Palermo
02:53 PM	Palermo & Mariana
02:54 PM	Palermo & Calabria
02:56 PM	Modoc & Hacienda
02:57 PM	Parks & Portola
03:00 PM	Modoc & Oak
03:08 PM	Adams Elementary

Time	Location
03:15 PM	Las Positas & Rebecca (Stonecreek)
03:18 PM	Veronica Springs & Veronica Place
03:20 PM	Torino & Vicente
03:22 PM	Torino & Palermo
03:24 PM	Palermo & Mariana
03:25 PM	Palermo & Calabria
03:29 PM	Modoc & Hacienda
03:30 PM	Parks & Portola
03:32 PM	Modoc & Oak
03:36 PM	Pueblo & Oak Park
03:38 PM	Alamar & Bath

Roosevelt (35 students)

Route 3 - Morning

Time	Location
07:30 AM	Montrose & Cheltenham
07:35 AM	Williams Way & Palamino Rd.
07:43 AM	Las Canoas Rd & Tierra Cielo Ln
08:00 AM	1629 Garden St
08:05 AM	Canon Perdido & Vine
08:10 AM	Canon Perdido Between Salsipuedes & Quarantina
08:12 AM	Nopal (Middle Of Block)
08:20 AM	Roosevelt School

Route 3 - Afternoon

Time	Location
02:10 PM	Roosevelt School
02:20 PM	Canon Perdido & Vine
02:25 PM	Canon Perdido Between Salsipuedes & Quarantina
02:30 PM	Canon Perdido & Nopal
02:35 PM	Roosevelt School
02:44 PM	1629 Gardenn St
02:47 PM	Canon Perdido & Vine
02:52 PM	Canon Perdido Between Salsipuedes & Quarantina
02:57 PM	Canon Perdido & Nopal
03:05 PM	Roosevelt School
03:15 PM	1629 Garden, Canon Perdido & Vine
03:20 PM	Canon Perdido Between Salsipuedes & Quarantina
03:25 PM	Canon Perdido & Nopal

Time	Location
03:35 PM	Montrose & Cheltenham
03:40 PM	Williams Way & Palomino Rd.
04:05 PM	Foothill & Mountain Dr.
04:07 PM	Las Canoas Rd. & Las Canoas Ln.
04:10 PM	Las Canoas Rd. & Tierra Cielo Ln.

Washington (64 students)

Route 4 - Morning

Time	Location
07:20 AM	Castillo & Islay
07:28 AM	Mason & Nopal
07:31 AM	Quarantina & Montecito
07:33 AM	Quarantina & Reddick
07:35 AM	Quarantina & Bond
07:40 AM	Ortega- Midblock (Before Olive)
07:42 AM	Olive & Ortega
07:50 AM	Cota Parking Lot @ Mtd Bus Stop
08:05 AM	Washington School

Route 4 - Afternoon

Time	Location
01:55 PM	Washington School
02:25 PM	Mason & Nopal
02:30 PM	Quarantina & Montecito
02:32 PM	Quarantina & Reddick
02:34 PM	Quarantina & Bond
02:38 PM	Ortega- Midblock (Before Olive)
02:40 PM	Ortega & Olive
02:44 PM	Cota Parking Lot @ Mtd Bus Stop
02:50 PM	Castillo & Islay
02:58 PM	Washington School Afterschool Program
03:25 PM	Mason & Nopal
03:30 PM	Quarantina & Montecito
03:32 PM	Quarantina & Reddick
03:34 PM	Quarantina & Bond
03:38 PM	Ortega- Midblock (Before Olive)
03:40 PM	Ortega & Olive
03:44 PM	Cota Parking Lot @ Mtd Bus Stop

Monroe (70 students)

Route 5 - Morning

Time	Location
08:05 AM	Monroe School
08:13 AM	Arrellaga & San Pascual
08:17 AM	San Pascual & Pedregosa
08:23 AM	Adams School

Route 5 - Afternoon

Time	Location
01:55 PM	Monroe School
02:13 PM	Ortega & Bradbury
02:17 PM	De La Vina & Haley @ Mtd Bus Stop
02:20 PM	Bath & De La Guerra (Mid-Block)
02:35 PM	Monroe School
02:53 PM	Ortega & Bradbury
02:56 PM	De La Vina & Haley @ Mtd Bus Stop
03:00 PM	Bath & De La Guerra (Mid-Block)
03:10 PM	Monroe School
03:23 PM	Ortega & Bradbury
03:27 PM	De La Vina & Haley @ Mtd Bus Stop
03:30 PM	Bath & De La Guerra (Mid-Block)

Goleta North (2-5 students)

Morning

Time	Location
7:31 a.m.	Bear Rd, DP Canyon
7:34 a.m.	9591 El Camino Real
7:38 a.m.	Las Varas Ranch
7:45 a.m.	El Capitan State Beach
8:05 a.m.	Cathedral Oaks and Gerard Dr.
8:20 a.m.	Dos Pueblos High School
8:35 a.m.	Goleta Valley Junior High School

Afternoon

Time	Location
2:40 p.m.	Goleta Valley Junior High School
3:30 p.m.	Dos Pueblos High School
4:00 p.m.	Cathedral Oaks, Gerard Dr
4:10 p.m.	Emid Community Center

Time	Location
4:25 p.m.	Dos Pueblos Canyon North
4:28 p.m.	Dos Pueblos Ranch South
4:35 p.m.	Las Varas Ranch
4:47 p.m.	El Capitan Ranch
4:50 p.m.	El Capitan State Beach

Route Numbers

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each and every time of providing service to a given school. Route numbers are to be professional looking and easy to read.

Special Education Bus Routes - (estimated based on current year)

Elementary Schools:

Bell Schedules						Student information	
Cleveland						Students	Wheelchairs
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule			6	1
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	1:55 PM	TK/K	8:30 AM	1:10 PM		
1st & 2nd	8:30 AM	2:37 PM	1st & 2nd	8:30 AM	1:30 PM		
3rd	8:30 AM	2:37 PM	3rd	8:30 AM	1:30 PM		
4th	8:30 AM	3:04 PM	4th	8:30 AM	1:30 PM		
5th & 6th	8:30 AM	3:04 PM					
Roosevelt						2	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	2:10 PM	TK/K	8:30 AM	1:10 PM		
1st - 3rd	8:30 AM	2:37 PM	1st - 3rd	8:30 AM	1:30 PM		
4th - 6th	8:30 AM	2:59 PM	4th - 6th	8:30 AM	1:30 PM		
Peabody						4	0
Monday - Thursday Schedule			Friday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK - 3rd	8:00 AM	2:30 PM	TK - 3rd	9:15 AM	2:30 PM		
4th - 6th	8:00 AM	3:00 PM	1st & 2nd	9:15 AM	3:00 PM		
Adams						2	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	2:15 PM	TK/K	8:30 AM	1:10 PM		
1st - 3rd	8:30 AM	2:41 PM	1st - 3rd	8:30 AM	1:35 PM		
4th - 6th	8:30 AM	3:08 PM	4th - 6th	8:30 AM	1:35 PM		
Monroe						16	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	1:55 PM	TK/K	8:30 AM	1:05 PM		
1st - 3rd	8:30 AM	2:36 PM	1st - 3rd	8:30 AM	1:30 PM		
4th - 6th	8:30 AM	3:03 PM	4th - 6th	8:30 AM	1:30 PM		
Harding						7	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	2:02 PM	TK/K	8:30 AM	1:10 PM		
1st - 3rd	8:30 AM	2:40 PM	1st - 3rd	8:30 AM	1:30 PM		
4th - 6th	8:18 AM	2:40 PM	4th - 6th	8:18 AM	1:30 PM		
Washington						3	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:30 AM	2:00 PM	TK/K	8:30 AM	1:15 PM		
1st - 3rd	8:30 AM	2:37 PM	1st - 3rd	8:30 AM	1:30 PM		
4th - 6th	8:30 AM	3:04 PM	4th - 6th	8:30 AM	1:30 PM		
McKinley						3	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:15 AM	1:40 PM	TK/K	8:15 AM	1:10 PM		
1st - 3rd	8:15 AM	2:21 PM	1st - 3rd	8:15 AM	1:30 PM		
4th - 6th	8:30 AM	3:03 PM	4th - 6th	8:30 AM	1:30 PM		
Franklin						13	0
Monday, Tuesday, Thursday, Friday Schedule			Wednesday Schedule				
Grade	Start Time	End Time	Grade	Start Time	End Time		
TK/K	8:20 AM	2:00 PM	TK/K	8:20 AM	1:30 PM		
1st - 3rd	8:20 AM	2:30 PM	1st - 3rd	8:20 AM	1:30 PM		
4th - 6th	8:20 AM	2:50 PM	4th - 6th	8:20 AM	1:30 PM		

Special Education Secondary Schools:

Bell Schedules			Student information	
La Cumbre Jr. High			Students	Wheelchairs
M,T,W,F	THURSDAY		3	0
Start/End Times	Start/End Times	MINIMUM DAYS 8:40 - 12:08		
8:40-2:50	9:04-2:51			
La Colina Jr. High			13	4
M,T,TH,F	Wednesday			
Start/End Times	Start/End Times	MINIMUM DAYS 8:50 - 12:15		
7:55-3:55	9:20-3:55			
Goleta Valley Jr. High			7	0
M,T,W,F	THURSDAY			
Start/End Times	Start/End Times	MINIMUM DAYS 9:00 - 12:25		
8:00-2:53	9:30-2:53			
Santa Barbara Jr. High			9	2
M,T,W,F	THURSDAY			
Start/End Times	Start/End Times	MINIMUM DAYS 8:25 - 12:25		
8:00-3:50	9:00-3:50			
San Marcos High			21	1
M,W,F	T, T			
Start/End Times	Start/End Times			
8:00-3:35	9:20-3:50			
San Marcos High Adult Transition Students			5	2
TRANSITION M-F: 9:00-2:30				
Dos Pueblos			22	5
M,W,F	T, T			
Start/End Times	Start/End Times	MINIMUM DAYS 8:30 - 12:34		
8:30-3:35	9:15-3:35			
Dos Pueblos High Adult Transition Students			7	0
Transition M-F 8:30-2:00pm				
Santa Barbara High School			13	0
T,W,F	M, Th			
Start/End Times	Start/End Times	MINIMUM DAYS 8:30 - 1:41		
8:30-3:35	9:15-3:35			
Santa Barbara High Adult Transition Students			9	1
Transition 8:30 - 2:00 Mon- Friday				
WIN program (Transition Adults)			10	0
M-F: 8:30-1:30pm				

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SPECIAL CONDITIONS

Minimum Standards of Performance

On-Time Performance:

Contractors shall provide services that meet the following targets:

- Delivery of students in the AM to their school no later than 20 minutes prior to the bell time of the school. > 90% (this allows for breakfast)
- Null values in the daily arrival report must be less than 5% of the total routes assigned.

One driver, one route:

- All routes will have a driver assigned. Drivers are in attendance >90% of the billing cycle

Post trip child check:

- Drivers will complete a physical walk through of the bus after each run to determine if any students or belongings are left. Drivers will assure that no students are remaining on the bus.

Performance Measures

Route/Asset/Drivers substitution completion: 100%

- Contractor will ensure that all substitutions of buses and drivers are completed within 30 minutes of the scheduled route times.

Incident Response Rate: < 20 minutes

- Contractor will provide in the field response to any incident in less than 20 minutes

Complaint/Investigation Response: 24 hours

- Contractor will provide a timely response to District and customer complaints and concerns. Missing child or other serious complaints will require more immediate attention. < 30 min

Video recording: 48 hours

- Contractor will provide copies of requested video recordings within 48 hours of requests. In the event of a heightened request, the Contractor will provide video within 24 hours of request.

Provisions for Special Education Bussing

- Special education student transportation services will include the transportation of ambulatory and non-ambulatory students and students with physical, mental and emotional disabilities who require the use of specialized equipment. Services to include from home to school, school to home, and scheduled field trips.

- A bus attendant may be required on certain routes to meet student needs. Bus attendants are to be provided by the contractor. Bus attendants shall meet the following minimum requirements and attributes:

- CPR and First Aid Certified
- Ability to support behavioral needs
- Ability to operate equipment according to established safety procedures (wheelchair lift, wheelchair tie-downs seatbelts, safety harnesses)
- Ability to keep accurate records - Basic record-keeping
- Ability to communicate effectively - both orally and in writing
- Ability to understand and relate to children with disabilities

Contractor Staff

The District places responsibility upon Contractor and Contractor agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall Contractor allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.

The responsibility of selecting, hiring, training, supervising and disciplining of drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the Contractor shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records. The Contractor will be responsible for fingerprinting all employees that come in contact with students. The Contractor shall not knowingly employ anyone who has:

- A felony or misdemeanor conviction within the past ten (10) years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
- Conviction of DUI (within the last ten (10) years), manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
- Conviction within the past two (2) years of careless or reckless driving.
- Conviction of more than one (1) offense in the past three (3) years of speeding, violation of a traffic signal, or citation.
- A pattern of driving violations on the record.
- Drivers must meet all requirements of the California Department of Education for School Bus Drivers.

Contractor must have in place a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees.

The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere

with the Contractor's ability to comply with this requirement. The Contractor further agrees that the District shall have the right by written order to require removal from the Contractor's operation serving the District any person(s) or driver(s) who in the opinion of the District, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

Contractor's Site Manager

- Contractor shall provide a full time on-site manager with significant supervisory experience in the field of student transportation.
- The on-site manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The District's expectation is that the on-site manager will have the ability to manage all phases of student transportation.
- Contractors On-site Manager shall be available for attendance at the District meetings as requested by the District.
- The manager's duties shall include all functions necessary for full administration of all Contract requirements. In addition to on-site manager, Contractor agrees to provide, at minimum the following personnel on site:
 - Contractor agrees to designate a safety and discipline officer, to work with students, drivers, school personnel, and parents. The safety and discipline officer may also be the on-site manager.
 - Contractor agrees to provide a dispatcher, who shall communicate with District personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services.
 - Contractor shall provide a full-time maintenance supervisor, other than the on-site manager and dispatcher, experienced and knowledgeable in the area of school bus maintenance. Maintenance supervisor will be required to understand maintenance requirements and standards applicable to the California State Transportation and Department of Education.
 - Contractor agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement, fully complying with all State and District laws and regulations.
 - Contractor agrees to provide other staff as necessary to meet the service expectations of the Agreement.

Apparel And Name Badges

The District requires that all employees of Contractor be issued photo name badges to be worn while on duty in providing service to the District. The District also requires that all Contractor staff maintain a professional appearance appropriate for the duties, in accordance with standards to be worked out with the District.

Field Trips - Other Bussing Activities

The Contractor will, during the period of the contract agreement, provide transportation for students or authorized personnel as may be required by the District on field trips, excursions, athletic activities, or other purposes designated by the District. The Contractor shall assign athletic trips, field trips or other activity trips in conjunction with regular routes to minimize costs to the District whenever practicable. Where not practical to do so, these trips will be assigned based on availability of equipment and least cost to the District.

Student Behavior Problems

Contractor shall follow District procedures in reporting student behavior problems relative to the buses to the site Principal or District Maintenance and Operations office. All disciplinary matters will be handled in strict accordance with the District policy.

Monthly Reporting Requirements

GPS Reports used in calculating on time performance.

Contractor prepared report including all of the following:

- total miles traveled, time in route, layover time, and number of students transported daily to and from elementary, middle and high schools, and other individual programs.

Contractor prepared report including all of the following:

- total miles, time, student count and number of buses used for all trips ordered by the District. These should be separated by athletic trips, field trips and outdoor school.

Student information as required by Federal, State, or the District.

Bus Requirements

Vehicles

- The number of buses currently being used in support of this contract is between 50 and 60. Each bus shall be constructed and equipped to meet school bus standards for approvability as required by Federal and State of California Laws, rules or Regulations and/or the School District.
- All buses, including the spares, shall be plainly and visibly marked with the company name in black letters and bus number on the front, side and rear of the vehicle.
- In addition to the number of buses required, the Contractor shall have a minimum of two (2) spare buses available for immediate use at all times during the 180-day academic year. If additional bus levels will be evaluated and adjusted annually during the term of the agreement.

Vehicle Safety/State Inspections

- The Contractor shall keep all buses specified and provided for in a safe and fully operational condition at all times, and furnish the District with official copies of inspection reports

for each bus in conformity with Regulations for such inspections as required by the State of California.

- The Contractor shall submit to the School Committee a preventative maintenance program which will ensure that each bus will have regularly scheduled maintenance.
- At all times, school buses are to be kept in a condition of cleanliness, both interior and exterior, to the satisfaction of the District.
- School buses shall be equipped with all safety equipment to ensure safe transportation of students.
- All equipment and buses shall be subject to inspection and examination by the District, at any and all times during the term of the Contract. Buses failing to meet safety requirements will be rejected by the District and shall be promptly declared inoperable and not permitted to transport students. Any bus which is rejected by the District shall be removed immediately by the Contractor and replaced within five (5) business days.

Vehicle Equipment Communication

Each bus shall be equipped with a business band, two-way radio. A cellular telephone furnished by the Contractor, may be utilized in addition to the two-way radio.

Vehicle Display Advertising

School buses shall not display any advertisement, political or otherwise, on either the inside or the outside of the vehicle without prior approval of the District.

Vehicle Monitoring By Video Surveillance

Contractor shall have video recording camera systems in working condition available in all buses for the purpose of recording activities on the bus.

Vehicle Monitoring By Global Positioning System

Contractor shall incorporate a Global Positioning, web-based program. Contractor shall also provide, at no additional cost to the District, access to the program on School Transportation computer(s), and train the District staff on the use of such program.

Age of Vehicles / Fleet Replacement

In addition to other required bid documents, Bidders shall also submit a spreadsheet listing the equipment to be used for student transportation, along with a proposed replacement schedule of buses for the duration of the Contract period. If purchasing new equipment in support of this contract, list make and model of proposed equipment.

At no time during this Contract will any bus (including spares) in excess of seven (7) years of age be used for any transportation service required, with an average fleet age of five (5) years.

Vehicle Maintenance, Upkeep And Upgrade

Contractor shall be responsible for any and all costs associated with vehicle maintenance, repairs (routine or otherwise), fuel costs, and vehicle replacement cost(s) due to breakdown or other vehicle damage including but not limited to vandalism. Contractor will comply with any Laws, Regulations and Policies that may require upgrades to emission controls and fuel compositions at no cost to SBUSD.

Vandalism

Vandalism or damage to Contractor's equipment or facilities shall be the responsibility of the Contractor. The District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to have been caused by District students.

Housing

Housing and facilities for the buses and equipment in support of this Contract shall be obtained by the Contractor. SBUSD does not have facilities or a bus yard.

Trial Run

Contractor shall perform a trial run of all bus routes two (2) weeks prior to the start of each academic year, at no cost to the School Department, and report results to the SBUSD Coordinator of Maintenance and Operations.

Invoicing

Unless otherwise approved by the District, invoicing shall be provided monthly and must contain the following information:

- Invoice should reflect total cost for each program, Gen Ed, Special Ed, any after school activities.
- Attendant cost
- Field trips to be invoiced separately, arranged by date, and billed to individual site(s)
- Invoices to be itemized by route, rate, miles, and student count.
- Invoices to be submitted monthly to Assistant Superintendent of Business Services Office.

Format for Proposal Submittal

All information submitted in response to this RFP request should be completed in the following order and meet the requirements as outlined below. Please label each item according to the Tab(s) listed below:

Tab 1: Introduction Letter (2 possible points)

Provide an introduction letter including a description of the firm, organizational structure years in business and the individual authorized by the firm to negotiate a contract.

Tab 2: Technology Audio/Visual and Routing System (12 possible points)

Provide in detail all available technology options including GPS, routing software and audio/visual equipment your firm offers in support of providing safe and efficient student transportation services.

Tab 3: Preventative Maintenance Plan (8 possible points)

- Describe your firm's preventive maintenance program. Include current fleet size, samples of records, checklists and a description of how you ensure that each vehicle receives the required maintenance within the scheduled interval.
- In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
- Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.

Tab 4: Customer Service, Communication and References (12 possible points)

- Provide a description of the processes, methods and technologies used to ensure frequent and adequate communications and any other customer service enhancements.
- Describe any procedures and policies used in communicating with parents and the public.
- Provide three (3) references from similar school districts, for which your company has provided student transportation. Two (2) of the three (3) districts must be in California.

Tab 5: Operation Approach and Personnel (12 possible points)

- Provide resumes, which include qualification and responsibilities, of staff expected to be assigned to the management of this contract.
- Provide a timeline and implementation approach with services beginning July 1, 2024.
- Describe your current operation practices and procedures that ensure safe, timely, and effective transportation of students
- Describe your experience and procedures for transporting students with disabilities.
- Describe your training program(s) for your drivers and staff (including First Aid/CPR training requirements).

- Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation supervisor, principal, classroom teacher and parent and students.

Tab 6: Safety Plan and Record (8 possible points)

- Provide a description of your firm's safety programs implemented and any other technologies or other features that contribute to student safety beyond the minimum requirements of the RFP (e.g. camera/recording systems on the vehicles, telematics, collision-avoidance, etc.).
- Provide a description of your firm's emergency response procedures in the event of a student emergency.
- Provide a description of your firm's emergency response in the event of an accident.
- Describe your training program(s) for students on bus safety.
- Describe your company's process of evaluating school bus needs.

Tab 7: Cost Proposal (40 possible points)

Complete and submit Attachment #1 Cost Form

Tab 8: Required Proposal Documents (5 possible points)

The following proposal documents are required to be submitted:

Attachment	Document
2	RFP Form
2	Section A - Information Required of Proposer Section B - Legal
3	Non-Collusion Affidavit
4	Certificate Regarding Workers' Compensation

Tab 9: Supplemental Information (1 possible points)

Provide additional information your firm would like to share. Worksheet included, please complete. Complete and submit Attachment #7

Proposer Checklist

RFP #23-24-01 Student Transportation Services

The following documents must be included in Proposer's sealed bid package, and submitted no later than the proposal deadline in the RFP Notice Inviting Proposal

- ☐ Bidders Checklist
- ☐ Tab 1: Introduction Letter
- ☐ Tab 2: Technology Audio/Visual and Routing System
- ☐ Tab 3: Preventative Maintenance Plan
- ☐ Tab 4: Customer Service, Communication and References
- ☐ Tab 5: Operation Approach and Personnel
- ☐ Tab 6: Safety Plan and Record
- ☐ Tab 7: Cost Proposal (Cost Scenario Form)
- Tab 8: Required Proposal Documents:
 - ☐ RFP Form
 - ☐ Information Required of Proposer
 - ☐ Information Required of Proposer/Legal
 - ☐ Non-Collusion Affidavit
 - ☐ Certificate Regarding Workers' Compensation
- Tab 9: Supplemental Information
 - ☐ Yes, Supplemental Information is included
 - ☐ No Supplemental Information Included

ATTACHMENT #1
COST SCENARIO FORM

1) Bussing Daily Cost Scenario					
Bus Type	# of Buses Per Day	Daily Rate Per Bus	Subtotal Bus Total x Hourly Rate	Estimated # School Days	Total Subtotal x Estimated # Days
80-84 Passenger Bus 3 Hour Rate	6	\$	\$	180	\$
80-84 Passenger Bus 4 Hour Rate	6	\$	\$	180	\$
80-84 Passenger Bus 5 Hour Rate	5	\$	\$	180	\$
80-84 Passenger Bus 6 Hour Rate	2	\$	\$	180	\$
25-79 Passenger Bus 3 Hour Rate	2	\$	\$	180	\$
25-79 Passenger Bus 4 Hour Rate	3	\$	\$	180	\$
1-24 Passenger Bus 3 Hour Rate	9	\$	\$	180	\$
1-24 Passenger Bus 4 Hour Rate	3	\$	\$	180	\$
1-24 Passenger Bus 5 Hour Rate	3	\$	\$	180	\$
Total Bussing Daily Scenario Cost					\$

**ATTACHMENT #1
COST SCENARIO FORM (continued)**

2) Bus Attendant Cost Scenario				
# of Bus Attendants	Bus Attendant Hourly Rate	Average Hours	Subtotal # of Attendants x Hourly Rate x Average Hours	Estimated # Days
13	\$	3.5	\$	180
			Subtotal	Total
			# of Attendants x Hourly Rate x Average Hours	Subtotal x Estimated # Days
			\$	\$

3) Annual Field Trip and After School Activities Cost Scenario				
Bus Type	# of Buses Annually	Hourly Rate	Average Hours per Trip	Total
80-84 Passenger Bus	863	\$	4	\$
				# of Buses x Hourly Rate x Average Hours

Cost Summary	
Bid Item	Annual Cost
Bussing Daily Cost Scenario	\$
Bus Attendant Cost Scenario	\$
Annual Field Trip and After School Activities Cost Scenario	\$
Total Net Bid Amount	\$

* The above bussing scenarios are based on an average 180 school days and do not include Summer School bussing requirements. Summer School bussing schedules vary and are based on the instructional needs of the District.

** Any additional costs and or fees associated with providing bussing service shall be submitted on a separate page, detailing each cost. Additional cost summary sheets should be uploaded into the cost tab within PlanetBids with the Cost Form

ATTACHMENT #2

Santa Barbara Unified School District RFP FORM

BID OPENING DATE AND TIME: December 21, 2023 2:00 pm, PST

RFP #23/24-01 Student Transportation Services

The undersigned, having become familiarized with all bid documents, including all addenda and the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all terms and conditions of the RFP Documents and agrees to perform, within the time stipulated, everything required to be performed and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment and all applicable taxes, utility and transportation services necessary to perform and complete in good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with the above selected request for proposal.

The undersigned has verified prices proposed and understands and agrees that the District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned further certifies and warrants that numbers and calculations provided in its bid documents are accurate and correct.

By submission of the signed RFP form, the Proposer agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications conditions of the RFP documents and other contract documents, at the price or prices hereinafter set forth should a contract be approved and offered.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Firm Name: _____

Address: _____

Signed by: _____
(Ink signature required; Electronic or Stamped Signatures not accepted)

Title: _____ Date: _____

Printed Name: _____

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

**NOTE: PROPOSALS SUBMITTED BY FAX OR OTHER ELECTRONIC SUBMISSION WILL
BE DEEMED NON RESPONSIVE**

ATTACHMENT #2 (Continued)

Santa Barbara Unified School District
INFORMATION REQUIRED OF PROPOSER

RFP #23/24-01 Student Transportation Services

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a Proposal rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Proposer's firm and/or any of its owners, officers, directors, shareholders, parties, or principals.

If the same information is provided elsewhere in your Proposal and qualification materials, then please clearly identify such in the following questions.

GENERAL INFORMATION:

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO: _____ DUNS#: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

TYPE OF FIRM: Individual _____ Partnership _____ Corporation _____

MINORITY BUSINESS TYPE: (Check One)

Minority Business Enterprise	<input type="checkbox"/>	Women-Owned Business Enterprise	<input type="checkbox"/>
Physically Challenged Business Enterprise	<input type="checkbox"/>	Veteran/Disabled Business Enterprise	<input type="checkbox"/>
Small Business Enterprise	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

Names and titles of all principals/officers of the firm:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT #2 (Continued)

**Santa Barbara Unified School District
INFORMATION REQUIRED OF PROPOSER**

RFP #23/24-01 Student Transportation Services

- 1) Please list any applicable certifications and licenses and the associated numbers:

- 2) Please provide your California Business License No. _____

- i) Do you have any other business licenses? _____

- ii) If so, please list type and identifying number:

- 3) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

If Yes, provide firm name, address, and certification or license number.

Name _____

Address _____

License No. (if any) _____

- 4) How many years has your firm been in business under its present business name?

_____.

- 5) How many years of experience does your firm have providing similar services?

_____.

- 6) How many public agencies does your firm currently provide similar services for? _____

ATTACHMENT #2 (Continued)

Santa Barbara Unified School District
LEGAL

RFP #23/24-01 Student Transportation Services

1) Have you or any of your principals been in litigation or arbitration of any kind during the prior five (5) years? _____.

If Yes, provide the name of all litigants and briefly detail the dispute:

2) Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? _____.

If Yes, provide details including the name of the other party:

3) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

If Yes, provide details:

4) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any Local, State, or Federal agency? _____.

If Yes, provide details:

ATTACHMENT #2 (Continued)

**Santa Barbara Unified School District
LEGAL**

RFP #23/24-01 Student Transportation Services

5) Will your firm comply with all District, Local, State, and Federal legal requirements, regulations, and laws? _____.

6) Have you ever had any direct or indirect business, financial or other connection with any official, employee, or consultant of the SBUSD? Identify any conflict of interest.

If yes, please elaborate and discuss any potential, apparent or actual conflict of interest:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Proposer and all attachments and documents provided therewith are true and correct.

Executed this _____ day of _____, 2022

at _____, State of California.
City, County

Signature

Print Name

Title

ATTACHMENT #3

**Santa Barbara Unified School District
NON-COLLUSION AFFIDAVIT**

RFP #23/24-01 Student Transportation Services

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

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

Signature of Officer:

Name of Officer:

(Type or Print Name)

Name of Company

ATTACHMENT #4

Santa Barbara Unified School District
CERTIFICATE REGARDING WORKERS' COMPENSATION

RFP #23/24-01 Student Transportation Services

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 with one or more insurers duly authorized to write compensation insurance in the State of California.
- (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.
- (c) For any county, city, municipal corporation, public district, public agency, or any political subdivision of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the State, which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of § 3702.

I am aware of the provisions of § 3700 of the Labor Code, which require 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 the work of this contract.

Date: _____

Signature of Officer or Authorized Agent By: _____

Company Name: _____

(In accordance with Article 5 (commencing at § 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.)

ATTACHMENT #5

**Santa Barbara Unified School District
SAMPLE AGREEMENT**

RFP #23/24-01 Student Transportation Services

STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between the Santa Barbara Unified School District hereinafter called "DISTRICT" and [name of contractor/provider], hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, DISTRICT has selected CONTRACTOR to provide the pupil transportation services described herein,

WHEREAS, CONTRACTOR desires to provide such transportation services; and,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this Agreement shall commence _____, 2023 and shall continue through, _____, 2028.

2. SCOPE OF SERVICES REQUIRED

CONTRACTOR shall, during the term of this Agreement, supply and maintain such number and type of school buses and personnel as are required to fulfill DISTRICT's needs for home-to school transportation and transportation for special education students as detailed in the documentation supplied and agreed upon as part of the submission of Bid # 23/24-01.

The transportation services to be provided include the safe and convenient transportation of any and all pupils who are designated by DISTRICT to be transported between school and a point reasonably close to the pupils' homes. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules approved by DISTRICT.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates set forth in attached hereto and made a part hereof, as may be adjusted only upon contract renewal as provided in the documentation supplied and agreed upon as part of the submission of Bid # 23/24-01, including the RFP and the Overview of Transportation Services and Special Conditions included therein.

4. ROUTES AND SCHEDULES

DISTRICT shall be responsible for planning all routes, stops and schedules. Routes and Maps were set forth in the documentation included with RFP # 23/24-01 and Special Conditions.

DISTRICT reserves the right to establish the routes, stops, and schedules to be followed and to make changes therein from time to time. DISTRICT shall notify CONTRACTOR whenever changes are necessary in routes, stops, and schedules and CONTRACTOR shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from DISTRICT.

5. RECORDS AND REPORTS

CONTRACTOR shall provide those reports and records, which may be reasonably requested by DISTRICT and necessary for proper payment for or evaluation of CONTRACTOR's performance hereunder.

6. INDEMNIFICATION

CONTRACTOR shall hold DISTRICT, its governing board, officers and employees harmless and does hereby indemnify DISTRICT, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from CONTRACTOR's performance of services under this agreement, unless such claim arising from the sole negligence or willful misconduct of DISTRICT, its agents or employees.

7. INCORPORATION OF TERMS AND CONDITIONS:

All provisions regarding the additional terms and conditions applicable to this Agreement that are set forth in the RFP documentation and the Overview of Transportation Services and Special Conditions are incorporated into this Agreement, including but not limited to: i) all provisions regarding driver licensing and qualification requirements; ii) mandatory insurance to be maintained by CONTRACTOR; iii) hold harmless, and iv) termination provisions.

8. SAFETY PROGRAM

CONTRACTOR shall be responsible for implementing and maintaining a comprehensive pupil transportation safety program. A summary of the safety program shall be provided for review by DISTRICT upon request.

9. MANAGEMENT PERSONNEL

CONTRACTOR shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be CONTRACTOR's liaison to DISTRICT. CONTRACTOR shall inform DISTRICT of the name(s), address(s), *and emergency contact information* of such management personnel.

10. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

CONTRACTOR shall employ a sufficient number of drivers and support personnel to assure DISTRICT of continuous and reliable service.

The CONTRACTOR shall, for the protection of pupils, take reasonable steps to ensure its drivers and other persons who have contact with the pupils and their families are of stable personality and high moral character. The CONTRACTOR shall assure that all the CONTRACTOR's personnel meet these qualifications. The CONTRACTOR will not allow any person to drive a school bus whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall CONTRACTOR allow any person to drive a school bus who is not in a condition of mental and emotional stability. The CONTRACTOR shall comply with Section 45125.1 of the Education Code of California.

CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder; provided, however, that DISTRICT shall have the right to require CONTRACTOR to remove from service under this Agreement any employee who, in DISTRICT's sole discretion, is deemed unsuitable for the performance of transportation services for DISTRICT; and provided further that DISTRICT shall make such request in writing and state the reasons therefor.

CONTRACTOR shall ensure that the appropriate number of drivers are scheduled to work during normal school hours even when their route may not be running due to a school closure. Drivers scheduled for routes where school may not be in session should be used as the primary pool for the CONTRACTOR to backfill any open routes for operating school sites.

CONTRACTOR shall provide qualified drivers, trained and licensed in accordance with the laws of the State of California and the rules and regulations of DISTRICT. Accordingly, CONTRACTOR agrees that each driver shall:

- (a) Possess a valid commercial license or permit issued by the State of California and a Special Driver's Certificate authorizing such person to operate a school bus.
- (b) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.
- (c) Successfully complete a course of training, including instruction in school bus safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, applicable DISTRICT policies and regulations and behind-the-wheel school bus driving instruction.
- (d) Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available, and as required, by law.
- (e) In addition to federal and state regulations, a drug and alcohol screen will be required of school bus drivers subsequent to any accident where there has been an injury and/or an involved vehicle has needed to be towed away that involves the van driver. The screens must be performed by a reputable clinic and the results kept on file throughout the duration of the employment with the CONTRACTOR and shall be subject to inspection by the DISTRICT. The cost of the screen shall be the responsibility of the CONTRACTOR.
- (f) School bus drivers who test positive for drugs or alcohol will not be eligible to work under this contract. Prior to employment and from time to time thereafter, to the extent permitted by law, all safety-sensitive personnel shall undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol misuse. Negative findings for such tests shall be a condition of employment.
- (g) Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- (g) Meet any other criteria required by law or by DISTRICT's policies, rules or regulations.

CONTRACTOR shall hold each driver responsible for:

- (a) Supervising the loading and unloading of his or her bus at every pick-up and delivery point.
- (b) Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct.
- (c) Complying with all federal, state and local traffic laws while operating buses under this Agreement.
- (d) Carrying appropriate identification at all times while on duty.
- (e) Carrying a timepiece while on duty so that the driver can maintain established schedule times.

11. PUPIL DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with DISTRICT. CONTRACTOR's drivers are responsible only for such discipline as is required to safely and properly operate CONTRACTOR's buses. Each driver shall handle all disciplinary matters in strict accordance with DISTRICT policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of the pupil, other pupils, the driver or the bus assistant, and then only after radio notice to CONTRACTOR's terminal and to the pupil's building principal. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between DISTRICT and CONTRACTOR. Vandalism damages to CONTRACTOR's equipment or facilities shall be the responsibility of CONTRACTOR. However, DISTRICT shall give CONTRACTOR reasonable assistance in obtaining restitution for damaged equipment or facilities. CONTRACTOR may, upon concurrence by DISTRICT, refuse to provide a pupil with transportation services until vandalism damage caused by such pupil are paid in full.

12. ASSIGNMENT

The services contemplated under this Agreement are deemed to be in the nature of personal services. This Agreement shall not be assigned by CONTRACTOR without prior consent of DISTRICT.

13. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

14. EXTENSION AND MODIFICATION

DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part, as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

15. NOTICES TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing the same in the United States Mail, postage prepaid, registered or certified mail. Notices to DISTRICT shall be addressed to:

Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101
Attn: Kimberly Hernandez, Assistant Superintendent of Business Services

Notices to CONTRACTOR shall be addressed to:

[Contractor notice address]

Either DISTRICT or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

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

CONTRACTOR

SANTA BARBARA UNIFIED SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THIS AGREEMENT, made this XXX day of XXXX, 2022, in the County of Santa Barbara, State of California, by and between the **SANTA BARBARA UNIFIED SCHOOL DISTRICT**, hereinafter called the District, and _____, hereinafter called the Contractor, WITNESSETH, that the District and the Contractor for the considerations stated herein agree as follows:

Article 1 - SCOPE OF WORK:

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, and transportation to provide all services required in strict compliance with contract documents as specified in Article 5 below in connection with the following titled project:

RFP #23/24-01 STUDENT TRANSPORTATION SERVICES

Article 2 - TIME FOR COMPLETION:

- a) The work shall be commenced on the date stated in the District's Purchase Order/Notice to Proceed and as specified in the District's Purchase Order/Notice to Proceed, the work shall be completed as specified in the Proposal documents
- b) In entering into this Agreement, the Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the project.

Article 3 - CONTRACT PRICE:

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes and costs, the sum up to _____ the Proposal.

Article 4 - MULTI-YEAR EXTENSIONS:

The initial term is five (5) years with five (5), one (1) year optional renewal terms. Annual renewal of this contract must be by mutual consent expressed in writing. Total potential contract term of ten (10) years.

Santa Barbara Unified School District
SAMPLE INSURANCE CERTIFICATE

RFP #23/24-01 Student Transportation Services



CERTIFICATE OF LIABILITY INSURANCE

CHENRY

DATE (MM/DD/YYYY)
 11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name Address City, State and ZIP Code	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURANCE COMPANY NAME HERE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Must have policy number and dates			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (E & O) \$ MED EXP (Per one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Must have policy number and dates			COMBINED SINGLE LIMIT (E & O) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Must have policy number and dates			EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Must have policy number and dates			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Sexual Abuse & Molestation			Must have policy number and dates			Limit of Liability \$ 1,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: (Reference the contract information here)
 Santa Barbara Unified School District, Board Members, Officers, Officials, Employees, Authorized Representatives, Agents and Volunteers are an Additional Insured with respect to General Liability and Auto Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy per the attached form # (Include the policy form number for the General Liability and Auto Liability Additional Insured here). General Liability and Auto Liability coverage is primary and non-contributory per the attached form # (Include the policy form number for the General Liability and Auto Liability here). A Waiver of Subrogation in favor of Santa Barbara Unified School District applies to the General Liability, Auto Liability and Workers Compensation if required or agreed to in a written contract subject to all provisions and limitations of the policy (Include the policy form number for the General Liability, Auto Liability and Workers Compensation here). SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Santa Barbara Unified School District 720 Santa Barbara Street Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;">MUST BE SIGNED BY AGENT</p>
---	---

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____ CHENRY
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER		Name	
SEE PAGE 1		Address	
CARRIER		City, State and ZIP Code	
SEE PAGE 1		NAIC CODE	
		SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
***** SAMPLE CERTIFICATE *****

NOTE: ALL FORMS MUST BE ATTACHED TO
THE CERTIFICATE THAT ARE REQUIRED BY
CONTRACT.

ATTACHMENT #7

**Santa Barbara Unified School District
SUPPLEMENTAL INFORMATION**

RFP #23/24-01 Student Transportation Services

☐ Yes supplemental information is attached. Number of pages attached ____.

☐ No supplemental information included.

Signature

Print Name

Title