



MT DIABLO UNIFIED SCHOOL DISTRICT  
PURCHASING & WAREHOUSE DEPARTMENT  
2326 Bisso Lane, Concord, CA 94520

# **RFP # 1943**

(Request for Proposal)

# **2024 Passenger Vehicle Special Education Pupil Transportation Services For Mt. Diablo Unified School District**

**RFP Deadline: September 18, 2024  
10:00 a.m. (Pacific Standard Time)**

## TABLE OF CONTENTS

Notice to Bidders .....	3
Schedule .....	4
Instructions to Bidders .....	5
General Conditions .....	10
Exhibit 1 – Instruction Requirements .....	14
Exhibit 2 – Calendar .....	17
Exhibit 3 – Award Criteria .....	18
<b>Proposal Summary Form .....</b>	<b>19</b>
<b>Agreement .....</b>	<b>20</b>
<b>Attachment A – Pricing Sheet .....</b>	<b>35</b>
<b>Attachment B – Criminal Background Investigation/ Fingerprinting Cert. ....</b>	<b>37</b>
<b>Attachment C – Non-Collusion Declaration .....</b>	<b>38</b>
<b>Attachment D – Bidder’s Statement Regarding Insurance Coverage .....</b>	<b>39</b>
<b>Attachment E - Workers Compensation Insurance Certificate .....</b>	<b>40</b>
<b>Attachment F – Equal Employment Opportunity Compliance Certificate .....</b>	<b>41</b>
<b>Attachment G - Drug Free Workplace Certification .....</b>	<b>43</b>
<b>Attachment H - Tobacco Free Environment Certification .....</b>	<b>45</b>
<b>Attachment I – Transportation Compliance Certification .....</b>	<b>46</b>
<b>Reference Form .....</b>	<b>47</b>
<b>Questionnaire .....</b>	<b>48</b>
Compliance Codes for Attachment I .....	55

***\*\*All bold items above are required documents to be submitted with RFP1943 Proposal***

**MT. DIABLO UNIFIED SCHOOL DISTRICT  
NOTICE FOR REQUEST FOR PROPOSALS  
RFP #1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES**

The Mt. Diablo Unified School District (“**District**”) is requesting submission of Request for Proposals (“**RFP**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) **for 2024 Passenger Vehicle Special Education Pupil Transportation Services for Mt. Diablo Unified School District. RFP #1943 applicant(s) may be selected as a pool for this RFP.**

RFP documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website at: [www.mdusd.org](http://www.mdusd.org); go to Departments, Business Services, Purchasing & Warehouse, Bidding & Auction Information Tab. The IP address is as follows: <https://mdusdorg.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFP#1943, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520.** Facsimile (Fax) and digital copies of proposals will NOT be accepted.

This request is a formal request for RFPs, but is not an offer by the District to contract with any firm responding to this **RFP**. The District expects to select one or more firms that best meets the District’s need to supply the Passenger Vehicle Special Education Pupil Transportation Services **for Mt. Diablo USD.**

**Sealed Proposals must be received by 10:00 am, Wednesday, September 18, 2024.** Submittals received after this date and time will not be accepted by the District. There will be no public RFP response opening on this RFP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible and qualified.

Dr. Adam Clark  
Board Clerk

Publication: Contra Costa Times  
Advertising Dates: 9/5/24 and 9/10/24

**RFP SCHEDULE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES FOR**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**

Advertising Dates	September 5, 2024 and September 10, 2024
Questions due from bidders	<b>September 12, 2024 by 2:00 p.m.</b>
FINAL Addendum to bidders (RFI Responses)	September 13, 2024 at 10:00 a.m.
<b>RFP Responses due to District</b>	<b>Wednesday, September 18, 2024, by 10:00 a.m.</b>
Open RFPs (Non-Public Opening)	September 18, 2024
Board Meeting	September 25, 2024
Notice of Award	September 26, 2024
Start Date:	October 1, 2024
Contract End Date:	June 30, 2025 with 2 possible one-year options to renew to June 30, 2027

**RFP Contact: Elizabeth McClanahan, Director of Purchasing & Warehouse**  
**(925) 825-7440 Ext: 3740; [McClanahanE@mdusd.org](mailto:McClanahanE@mdusd.org)**

Project Manager: Cristian Lepe, Director, Transportation,  
(925) 825-7440 Ext: 3705

**Deliver sealed RFP Packet to:**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**Purchasing and Warehouse Department**  
**Attn: RFP#1943**  
**2326 Bisso Lane, Concord, CA 94520**

## Instructions to RFP Bidders

1. Submitting RFPs. (a) The RFP must be submitted on this form, in its entirety, (attachments accepted) in a **sealed envelope** with the wording *Passenger Vehicle Special Education Pupil Transportation Services for the MDUSD, RFP #1943* marked on the outside. Please submit the Pricing Spreadsheet by email to [McClanahanE@mdUSD.org](mailto:McClanahanE@mdUSD.org). (b) All documentation of unit pricing or other cost breakdowns as outlined in this RFP must be submitted to support the total RFP price. (c) RFPs/corrections received after the closing time will not be opened. The Mt. Diablo Unified School District will not be responsible for RFPs not properly marked and delivered. Upon award, all submissions become a matter of public record.
  - a. **Date Due.** RFPs must arrive in the **Purchasing Office, 2326 Bisso Lane, Concord, CA 94520, by 10:00 a.m. on September 18, 2024.** RFPs received after the date and/or time stated will be considered late and will not be considered for award.
  - b. **Notice of Intent to Award** will appear in RFP #1943 “**Status**” located on MDUSD’s website on or before **September 20, 2024.**
  - c. **Responsibility.** RFP Bidders are solely responsible for ensuring their RFP is received by the Mt. Diablo Unified School District in accordance with the solicitation requirements, before the date and time specified in the RFP, and at the place specified. The Mt. Diablo Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of RFP shall be made at the office specified in the RFP. Deliveries made before the Date Due and time but to the wrong Mt. Diablo Unified School District office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFP. RFPs received after the scheduled RFP Submittal Deadline will be returned unopened.
  - d. **Extension of Due Date and/or Time.** The Mt. Diablo Unified School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Mt. Diablo Unified School District.
2. Preparation of RFPs. RFP’s must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFP form. Signature on RFP’s must be in **wet ink (blue ink)** to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. **RFP Bidders are requested to submit their pricing on the RFP forms provided.** Each RFP must be submitted in a separate *sealed envelope* with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is **not** acceptable.
3. Errors and Corrections. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the RFP. Verify your RFP before submission as the RFP cannot be withdrawn or corrected after being opened or withdrawn until the specified time period has elapsed. The District will not be responsible

for errors or omissions on the part of Bidder in making up their RFP.

4. Sales Tax. Do not include California State Sales or Use Taxes in unit prices in Proposal.
5. Failure to Respond. If you do not respond to this RFP, please mark “no RFP” in the space provided and sign it, and return the RFP, otherwise your name may be removed from the Bidder’s list.
6. Acceptance and Award of RFP. The right is reserved to reject any or all RFPs to accept or reject any line items thereon, and to make any combinations of line-item awards.
  - a. Award of this RFP shall be made to the most responsible Bidders who is fully responsive to the terms of this solicitation. A Bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this RFP. The District may consider prompt payment discounts (only terms of 2% / 30 days or better will be considered) and other rebates offered on the RFP form in determining lowest net cost.
  - b. RFPs may be rejected on grounds of non-responsiveness or non-responsibility. RFPs are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.
  - c. The District reserves the right to make no award at all and further reserves the right to reject any and all RFPs and to waive any irregularity or discrepancy associated with the RFP.
  - d. Once the District has approved awarding the contract(s) to the most responsive/responsible Bidders the successful Bidders will be required to sign and provide evidence of insurance within ten (10) calendar days, unless extension of time if authorized by the District.
8. Patents, Etc. The Contractor shall hold the Mt. Diablo Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.
9. Failure to Fulfill Contract. If any contractor or vendor fails to deliver any article or service or delivers any article or service that does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Mt. Diablo 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 and its sureties. The Board of Education reserves the right to cancel any articles or services that 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 or Education, if requested.

10. RFP Signatures. All RFPs must show the firm name and must be signed with a *wet signature* (blue ink) by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
11. Cancellation for insufficient or non-appropriated funds. The Bidders hereby agrees and acknowledges that monies utilized by the District to purchase the items RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
12. Hold Harmless. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the Name of Mt. Diablo Unified School District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
13. Pricing-Term of Contract. Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Mt. Diablo Unified School District and Contractor for two additional one-year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12). If extended, price increases may be negotiated but may never exceed an increase of more than five percent (5% annually) without prior District consent.
14. Termination. Mt. Diablo Unified School District reserves the right to terminate any or requirement contract resulting from this RFP without penalty upon thirty (30) days written notice to the Contractor.
15. Multi-Year Extensions. Subject to the provisions of **Paragraph 13**, and pursuant to Education Code, Sections 17596 (K-12), this RFP **may** be extended (by mutual consent expressed in writing) for up to (2) additional one (1) year increments (total potential RFP life of three (3) years from Board of Education award).
16. Inability to Perform/Force Majeure. The Contractor shall not be required to make deliveries during such time as deliveries are prevented by fire, flood, earthquake, storm, pandemic, explosion, strike, labor disturbances, lack or failure of transportation, war, inability to procure materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts of the placing of

orders by the Federal Government and its authorized agencies or representative, which are required by law to be given priority; but provided that whenever the contractor shall claim that deliveries are prevented by any or all of the above named causes, he shall within ten (10) days after issuance of the purchase order present in writing to the District facts showing the existence of such conditions, and provided that if such delivery is not made by the Contractor; and provided that if such delivery is not made within the time specified due to any or all of the above named causes, the District reserves the right to cancel the purchase order in question and the Contractor shall not make any further delivery until receipt of the new purchase order or the District may, at its option, rescind said contract as to the articles specified in said purchase order, or in total.

17. Assignment Prohibited. No contract awarded under this RFP shall be assigned except with the written approval of the District. Any attempted assignment in violation of the provisions shall be voidable at the option of the Board.
18. Federal or State Regulations. The Contractor's RFP and any Contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State Governments now in effect or which shall be in effect during the period of such Contract.
19. Independent Contractor. In performance of the services, duties, and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, shall at all times be acting and performing as independent contractors and not as an officer, agent, servant, employees, joint venture, partner, or associate of the District.
20. Permits and Licenses. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirement of the law.
21. Equal Employment Opportunity. In connection with the execution of this Contract, the Contractor will not engage in, nor permit discrimination in employment of persons based on gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one of more of such characteristics.
22. Drug Free Workplace. The Contractor shall maintain a drug free workplace in accordance with the California Government Code.
23. Insurance. Comprehensive Auto and General Liability: During the term of the Contract, Contractor shall, at its sole costs and expense, maintain comprehensive auto and general liability insurance issued by an admitted insurer or insurers and defined by the California Insurance Code. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in the amount no less than \$2,000,000 combined single limit for each occurrence and \$4,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent



contractor's liability, and personal injury liability. The Mt. Diablo Unified School District, its officers, employees, and agents are to be named as additional insured under the policy. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Sexual Abuse and Molestation Coverage. \$3,000,000/occurrence. Applicable if the Contractor will be alone with students Proof of coverage shall be provided to the District on or before the effective date of the Contract. Cyber Insurance. Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information The coverage of the Contractor is primary for all purposes; Mt. Diablo Unified School District does not participate in any manner related to this coverage. See *Exhibit 1* for more details.

24. **Prices.** Prices must be quoted per unit, with separate proposals submitted for each item. In cases where there is a discrepancy between unit prices and total prices, the unit prices will take precedence. Similarly, if there is a conflict between written numbers and numerical figures, the written numbers will be considered correct.
25. **Questions, Interpretation, or Correction of RFP Documents.** RFP Bidders shall notify the District promptly of any error, omission, or inconsistencies that may be discovered during examination of the RFP. Requests for interpretation, correction, or clarification shall be made in writing to **Elizabeth McClanahan, Director of Purchasing & Warehouse. All questions regarding RFP# 1943 must be submitted in writing, by email to [McClanahanE@mdusd.org](mailto:McClanahanE@mdusd.org) by September 12, 2024 at 2:00 p.m.** Any questions received after the deadline will not be addressed.
26. **Clarification, Corrections, or Changes to Specifications.** All clarifications, corrections, or changes to the RFP documents will be made by Addendum only. RFP Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-RFP conference. Interpretations, corrections and changes shall not be binding unless made by Addendum. All Addenda shall become part of the RFP documents. Addendum will be sent to all known RFP Bidders by email and on MT. DIABLO UNIFIED SCHOOL DISTRICT's website. It is the Bidder's sole responsibility to ascertain that it has received all Addendum issued for this RFP. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by Addendum.

## GENERAL CONDITIONS

1. **Award and Administration:** This contract is being awarded by the Mt. Diablo Unified School District and will be administered by the Purchasing Department.
2. **Adding additional students:** Requests are to be fulfilled as needed. Concerns on providing the required service should be communicated directly to the Director of Transportation at MDUSD.
3. **Escalation:** The successful Bidders shall agree to negotiate any price changes it requests and to supply the District with adequate, pertinent documentation to support any price change requested. Contractor s should note that no price changes will be effective until the District has accepted the request for the price change, with supporting documentation. Until the change has been accepted, the Contractor must continue to provide service with the original RFP price, terms and conditions.
4. **De-escalation:** In the event that the market conditions change, resulting in a price decrease, it is expected that the successful Bidder shall pass those savings onto the District. Failure to do so may result in non-renewal or termination of the agreement.
5. **Terms:** All terms set forth in the RFP shall apply to Mt. Diablo Unified School District, and the student's receiving transportation while using this contract. Terms shall include but not be limited to price, service, safety, applicable discounts, and Contractor's and sub-Contractor' employees and vehicles.
6. **Vehicle and Driver Inventory and Availability:** Contractors will provide supplemental transportation service as proposed with the guarantee to the District that there will be no service shortages. Contractors must contact the district within twenty-four (24) hours of a shortage beyond their control.
7. **Failure To Provide Service / Time Is Of The Essence / Assessment Of Damages.**
  - a. The safe and timely transportation of MDUSD students to schools and to their homes are considered essential to the District.
  - b. Because it is both impractical and extremely difficult to calculate the actual costs incurred by the District from Contractor's failure to provide these essential services, Contractor will be assessed liquidated damages in an amount reasonably calculated to fairly compensate the District in proportion to the actual or anticipated harm, and not as a penalty.
  - c. If Contractor fails to appropriately correct its monthly invoicing to account for the reduction in services provided during the billing period, the District will adjust the invoice to reflect the costs for damages incurred for the service reduction, as set-forth in the table below. Liquidated damages will not be assessed if the Contractor provides verifiable information that demonstrates that the failure to provide service was beyond the Contractor's control, (e.g., student behavior or safety, unpredictable weather or traffic patterns, vehicle breakdowns) as determined on a case-by case basis by District Transportation staff.

SERVICE FAILURE	ADJUSTED INVOICE
Late Trip. A student is picked up 15 minutes or more after the scheduled pick up time or the trip arrives 10 or more minutes late to school.	<b>\$50.00</b> per trip, plus any costs the District and/or parent/guardian/educational rights holder incur to transport the student(s)
Contractor does not provide the District and notify the parent of a known unassigned route for the next school day by 4 PM every day.	<b>\$50.00</b> per day, plus any costs the District and/or parent/guardian/educational rights holder incur to transport the student(s)
Failure to submit a requested report within ten (10) days of any written request (except for reports otherwise noted in this table, e.g. Accident Reports must be submitted sooner, which may be penalized at higher rates).	<b>\$200.00</b> Per incident
A student with scheduled transportation services based on their Individualized Education Program is not picked-up or dropped-off.	<b>\$100.00</b> Per trip, plus any costs the District incurs to transport the student(s)

8. **Termination for Default:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

9. **Corrective Action and Non-Performance:** A Corrective Action Notice is an official District notice to the Contractor of an unacceptable action, or lack of action, or non-compliance with the obligations of the RFP, Scope of Work, and/or Insurance Requirements, and notification of the specific date required for compliance. The District may issue a Corrective Action notice for any for the following:
- a. Failure to comply with any material term of this Agreement.
  - b. Insufficient or incomplete report documentation.
  - c. Failure to provide documentation or reports in a timely manner.

- i. Contractor shall be given one written or verbal notice identifying the potential problem prior to issuance of a Corrective Action Notice.
- ii. Contractor shall receive a Corrective Action Notice identifying the task, item or action, and the time line for compliance.
- iii. Contractor shall have the time specified in the Corrective Action Notice to respond to the Corrective Action Notice and identify a plan of correction.
- iv. If Contractor fails to respond to the Corrective Action Notice, the District may immediately suspend or terminate this Agreement, in whole or in part. The District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to Contractor under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Contractor and specific equipment from participation in any future incentive programs. Contractor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.
- v. In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default.

10. **Termination for Convenience.** DISTRICT may terminate this Agreement at any time by giving the CONTRACTOR thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONTRACTOR shall be entitled to no further compensation or payment of any type from the DISTRICT.

11. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost or expense (including, without Limitation), District's court costs and reasonable attorney's fees) resulting from Seller's failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the Agreement without notice.

12. **Extra and/or Additional Specifications and Changes:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

- a. The estimated cost of a proposed change shall be established in one or more of the following methods:
  - i. By an acceptable lump sum RFP from the Contractor.
  - ii. By unit prices agreed upon by the District and the Contractor.
- b. No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

13. **Evaluation Criteria:** This RFP will be evaluated on the criteria outlined in Exhibit B and any other factors that may arise during the review process after RFP opening.

14. **Method of Award:** The award of RFP may be a pool of up to four (4) contractors (Selected Bidders).

15. **Invoicing:** The Contractor must invoice monthly. An itemized bill must be furnished each month that lists the pupil's name, pick-up and drop off address, school address, and monthly charge for transportation. In addition, the contractor must supply a recap by pupil of all transportation provided to the District within the invoice period. The recap must also include whether the student had service, holiday, transportation was on hold, a late fee credited for driver's late pick up, or District was charged a late notification fee. Invoices shall be prepared and mailed as soon as possible after the last day of each month and must include transportation for the last day of the month. All invoices must be received by Mt. Diablo Unified School District Transportation Department no later than the 10<sup>th</sup> day of the month following the month to which the invoices refer.

- a. **Invoices and recaps shall be mailed to:**

**Mt. Diablo Unified School District  
Attn: Transportation Department  
1490 Gasoline Alley  
Concord, CA 94520**

**Exhibit 1**

**INSURANCE REQUIREMENTS**

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

<b><i>Coverage Required</i></b>	<b><i>Limits per Occurrence</i></b>	<b><i>Scope-as Broad General</i></b>
<b>Liability</b>	<b>\$2,000,000.00</b>	<b>As CG001</b>
	<b>\$4,000,000.00</b>	<b>Aggregate</b>
<b>Automobile Liability</b>	<b>\$2,000,000.00</b>	<b>As ISO-CA001</b>
<b>Umbrella/Excess</b>		
<b>Worker’s Comp/Employers Liability*</b>	<b>\$1,000,000.00</b>	<b>As req. by CA</b>
<b>Employers’ Liability</b>	<b>\$2,000,000.00</b>	
<b>Sexual A &amp; M</b>	<b>\$3,000,000.00</b>	
<b>Cyber</b>	<b>\$2,000,000.00</b>	

**\*Workers’ Compensation is not needed if sole owners. Workers’ Compensation is required if you have one employee or more.**

The General Liability and Auto Liability policies are to contain or be endorsed to name MT. DIABLO UNIFIED SCHOOL DISTRICT, its officers, officials, employees, and volunteers as additional insured for liability arising out of the activities performed in connection with this contract. The Contractor’s coverage shall be primary and shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Contractor shall furnish MT. DIABLO UNIFIED SCHOOL DISTRICT original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT before work commences: **October 1, 2024.**

Insurance coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (**\$4,000,000**).
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$2,000,000** per accident for bodily injury and property damage.
- c. **Umbrella/Excess Coverage:** Umbrella coverage with limits of not less than **\$3,000,000**

per occurrence shall be provided and will follow form and/or apply over all liability policies, without exception, including but not limited to Commercial General Liability and Automobile Liability.

- d. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- e. **Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. Applicable if the Contractor will be alone with students
- f. **Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information
- g. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
  - ii. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - iii. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared in a separate writing to the office of the District's General Counsel, and must be approved by the District in a separate, written reply. The District may require Contractor to purchase coverage with a lower deductible amount or lower retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the deductible or retention.
  - iv. **Verification of Coverage:** Contractor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effective coverage required under this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain and/or provide the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

- f. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- g. **Note regarding Workers' Compensation Insurance:** Generally, coverage for sole owners is optional. You would, however, need to have workers' compensation coverage for any employee you may hire, even if it's just one employee, and even if it's just temporary employment. You should consult with your attorney, insurance agent or broker, or carrier regarding the specifics of your situation and your options.
- h. The following documentation shall be submitted upon request to the DISTRICT:
  - i. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
  - ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
  - iii. Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.
- i. Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- j. Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.



Exhibit 2

MT. DIABLO UNIFIED SCHOOL DISTRICT Academic Calendar

MT. DIABLO UNIFIED SCHOOL DISTRICT 2024-2025 INSTRUCTIONAL CALENDAR																
BOARD APPROVED 11/13/2024																
Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
July 2024		1	2	3	4	5	6	Jan 2025					1	2	3	4
	7	8	9	10	11	12	13		5	6	7	8	9	10	11	
	14	15	16	17	18	19	20		12	13	14	15	16	17	18	
	21	22	23	24	25	26	27		19	20	21	22	23	24	25	
	28	29	30	31				26	27	28	29	30	31			
Aug 2024					1	2	3	Feb 2025							1	
	4	5	6	7	8	9	10		2	3	4	5	6	7	8	
	11	12	13	14	15	16	17		9	10	11	12	13	14	15	
	18	19	20	21	22	23	24		16	17	18	19	20	21	22	
	25	26	27	28	29	30	31	23	24	25	26	27	28			
Sept 2024	1	2	3	4	5	6	7	March 2025							1	
	8	9	10	11	12	13	14		2	3	4	5	6	7	8	
	15	16	17	18	19	20	21		9	10	11	12	13	14	15	
	22	23	24	25	26	27	28		16	17	18	19	20	21	22	
	29	30						23	24	25	26	27	28	29		
								30	31							
Oct 2024			1	2	3	4	5	April 2025				1	2	3	4	5
	6	7	8	9	10	11	12		6	7	8	9	10	11	12	
	13	14	15	16	17	18	19		13	14	15	16	17	18	19	
	20	21	22	23	24	25	26		20	21	22	23	24	25	26	
	27	28	29	30	31			27	28	29	30					
Nov 2024						1	2	May 2025						1	2	3
	3	4	5	6	7	8	9		4	5	6	7	8	9	10	
	10	11	12	13	14	15	16		11	12	13	14	15	16	17	
	17	18	19	20	21	22	23		18	19	20	21	22	23	24	
	24	25	26	27	28	29	30	25	26	27	28	29	30	31		
Dec 2024	1	2	3	4	5	6	7	June 2025								
	8	9	10	11	12	13	14		1	2	3	4	5	6	7	
	15	16	17	18	19	20	21		8	9	10	11	12	13	14	
	22	23	24	25	26	27	28		15	16	17	18	19	20	21	
	29	30	31					22	23	24	25	26	27	28		
								29	30							

  

T = Work Day, All Teachers	N = New Staff Orientation	L = Legal Holiday	B = Board Holiday	R = School Recess
----------------------------	---------------------------	-------------------	-------------------	-------------------

  

July 4: Independence Day July 31: Title I Academy August 1-2: New Staff Orientation August 5-7: All Teacher In-Service Day- Non Student Day August 8: First Student Day Sept 2: Labor Day Oct 4: End of 1st Quarter October 7th-11th: Fall Recess Oct 14-25: Elem. Min. Days For Parent/Teacher Conferences Nov 1: Teacher In Service- Non Student Day Nov 1: End of 1st Trimester Nov 11: Veterans Day (Observed Nov 10) Nov 25-27: School Recess Nov 28: Thanksgiving Day Nov 29: Board Holiday Dec 20: End of 1st Semester/End of 2nd Quarter Dec 23- Jan 3: Winter Recess	Quarter 1= 41 days Quarter 2= 43 days Quarter 3= 47 days Quarter 4= 49 days  Semester 1= 84 days Semester 2= 96 days 180 days  Trimester 1= 55 days Trimester 2= 62 days Trimester 3= 63 days 180 days	Dec 25: Christmas Holiday Jan 1: New Year's Day Jan 6: School Resumes Jan 20: Martin Luther King Day Feb 17: Presidents Day Feb 21: End of Trimester 2 Mar 10: All Teacher In-Service Day- Non Student Day Mar 14: End of 3rd Quarter Mar 31: Cesar Chavez Day Apr 7-14: Spring Recess Apr 11: Board Holiday May 26: Memorial Day Jun 3: Last Student Day Jun 3: End of 2nd Semester/ 4th Quarter/ 3rd Trimester Jun 19: Juneteenth
---	--	---

### ***Exhibit 3***

#### **Award Criteria**

Mt. Diablo Unified School District intends to award up to four contracts. The contracts may not have equal awards. In making the award, the District will take into consideration factors including, but not limited to, the following:

1. Bidder's experience in special education passenger vehicle operations, including the transportation of ambulatory and non-ambulatory special students with physical, mental, or emotional disabilities – a minimum of three (3) years will be required.
2. Bidder's financial responsibility and capability.
3. Bidder's detailed plan for comprehensive communication strategies and applications that will be used during the contract to communicate with parent/guardian/educational rights holder, District, drivers, and schools.
4. Bidder maintains TCP/TNC permit to transport minors during the entirety of the contractual agreement (if applicable), a "satisfactory" operational safety record – safety records at least equal to the state-wide average for passenger vehicle operators in California is required.
5. Bidder's shall have in place a defensive driving training program attuned to federal standards.
6. Bidder's driver training specific to different types of disabilities and behavioral issues.
7. Bidder's number of drivers and quantity of vehicles.
8. Type, age, and condition of passenger vehicles to be used in the performance of the Contract, if possible, with the capability of an electronic GPS system.
9. Bidder's proof of Drug Testing and participation in a full notice program.
10. Health and Safety (Tuberculosis Testing) is required for all drivers coming in contact with students.
11. Assurance that the Bidder will be in effective operation by the starting date of the Contract.
12. Adequate insurance coverage as required by the Contract.
13. Employee driving history record within the last three (3) years; information provided by California Department of Motor Vehicles (H-6 Printout; annual driving record from DMV Employer Pull Notice Program)
14. Provide a minimum of three (3) current professional references for services rendered.

The contracts shall be awarded to the lowest, responsive, responsible bidders; provided, however, pursuant to Education Code 39802, if the Director of Transportation and Director of Purchasing, at their discretion, believes that the public interest will be best served by accepting other than the lowest bid, they retain the option to recommend to the Board of Education that the Contract be let to the other than the lowest bidders. Bids will be evaluated on the basis of price, compliance to the specifications, experience, and statement of qualifications, details of comprehensive communication strategies and applications, safety records, driver training program, the number of drivers and vehicles, type, age, and condition of vehicles used under the contract, effectiveness, insurance coverages and references provided by the Bidder. It is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide available routes in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

The District reserves the right to consider any other pertinent information in determining what Contractor can best serve the interests of the Mt. Diablo Unified School District. Bidder must demonstrate in their Bid response that they have the available resources necessary to successfully provide MDUSD's requirements.

The District reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidders are determined.

**Proposal Response Summary Form**  
**RFP # 1943**  
**2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES**  
**FOR**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**

Return original Response to RFP to:

**Mt. Diablo Unified School District**

**Purchasing Department**

**ATTN: RFP#1943 2024 Passenger Vehicle Special Education Pupil Transportation Services**

**2326 Bisso Lane, Concord, California 94520**

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Contractor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Wednesday, September 18, 2024 at 10:00 a.m.**
- **Documents to be submitted to make the RFP Proposal Packet:**
  - Proposal Response Summary Form & Service Level Agreement
  - Price Sheet
  - Criminal Background Investigation/fingerprinting Certification
  - Non-Collusion Declaration
  - Bidder's Statement Regarding Insurance Coverage
  - Worker's Compensation Insurance Certificate
  - Equal Employment Opportunity Compliance Certificate
  - Drug Free Workplace
  - Tobacco-Free Environment Certification
  - Transportation Compliance Certification
  - Reference Form
  - Questionnaire

**Bidder hereby acknowledges receipt of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.**

Company: \_\_\_\_\_

Name & Title (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

Date: \_\_\_\_\_



# MT. DIABLO

UNIFIED SCHOOL DISTRICT

## Service Level Agreement RFP # 1943

### 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES

#### **PURPOSE**

The Mt. Diablo Unified School District is seeking competitive proposals to provide contracted student transportation services to public and non-public schools and county programs in passenger vehicles for Mt. Diablo Unified School District's students with individualized education programs designated to receive specialized transportation.

#### **OBJECTIVE**

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for the provision of District-wide student transportation services to public and non-public schools and county programs in passenger vehicles for Mt. Diablo Unified School District's students with individualized education programs designated to receive specialized transportation.

The Contractor shall provide and furnish all labor, equipment, transportation, services, licenses, permits, insurance coverage and expertise in transporting special education students and the work described herein MT. DIABLO UNIFIED SCHOOL DISTRICT. The Contractor will perform service for the MT. DIABLO UNIFIED SCHOOL DISTRICT Transportation Department located at 1490 Gasoline Alley, Concord, California for the period of **October 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27).**

#### **BACKGROUND**

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of over 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

#### **The District has:**

- High Schools – 5
- Continuation High School - 1
- Middle Schools – 9
- Elementary Schools – 28
- Alternative & Special Education Schools – 11
- Adult Education Centers - 2

## **SPECIFICATIONS**

1. The successful bidder(s) shall be awarded a contract effective October 1, 2024 through June 30, 2025. Award period will be in accordance with Section 17596 of the Education Code of the State of California. The District may, according to the State of California Education Code, option to extend the contract an additional two (2) years beyond the original contract period. The District intends to award contracts to multiple contractors. Services will be contracted based on priority of pricing, availability, and service. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year in the contract period. Adjustments will be based on the same percent of increase/decrease in the San Francisco Bay Area Urban Wage Earners and Clerical Workers Consumers Price Index for the period July 1 to June 30; not to exceed five percent (5%) per year, for the remainder of the three (3) year contract; and any additional extension(s) allowable per the RFP. The district reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the district.
2. The Mt Diablo Unified School District will contract with three or more contractors for transportation services by private owned carriers for home-to-school pupil transportation. Further, the District requires that all bidders, by the act of their bidding, shall be certified in accordance with all applicable laws of the State of California.
3. All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education, California Highway Patrol, Department of Motor Vehicles, and Senate Bill 88. Your signed RFP will be considered a declaration that such equipment does, in fact, meet all safety regulations. In addition, Contractors will provide the following information to the Transportation Department within thirty (30) days of the winning bids for the initial year contract and by August 1, of each on-going contractual year, a current copy
  - A. A complete list of all drivers (include name, driver's license number, expiration date, medical expiration date.) Contractor shall notify the District in writing within ten days of any license violations.
  - B. A complete file, maintained by The Contractor containing records on all employees, drivers, or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:
    - A. Department of Motor Vehicle Record's Check - historical driving record.
    - Department of Justice (DOJ) background checks that meet or exceed state laws.

- Federal Bureau of Investigation (FBI) background check, to include Child Index.
- B. Verification of enrollment in ongoing drug/alcohol testing at random and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. The Contractor shall be liable for all Drug and Alcohol Testing. No driver who fails a drug and/or alcohol test may be utilized for this Agreement.
  - C. Verification of a negative test result for Tuberculosis (TB testing).
  - D. Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment.
  - E. Training records if applicable to assignment.
4. **INSURANCE:** Contractor shall be liable to District for any loss or damage to District property arising from or in connection with Contractor's performance hereunder. With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in *Exhibit 1*.
- A. The following documentation shall be submitted to the District:
    - 1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
    - 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
    - 3) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
5. The District ***may*** charge a fee of Fifty Dollars (\$50.00) for any delay of fifteen (15) minutes for to pick up a student, or the trip arrives ten (10) or more minutes late to school.
- A. These charges are assessed per vehicle.
6. **The District shall not be responsible for cancellation fee's due to a catastrophic event which results in District School Closure.**
7. **Communication** – The Contractor must have a clear, outlined plan for communication in place to communicate with the District, student's parents/guardians/educational rights

holders, drivers, and schools.

- A. Preference is given to Contractors with an online or mobile application for communication that connects parent/guardian/educational rights holder, drivers, schools, and district staff.
  - 1) Additionally, the platform must include a system to notify district staff of any parent/guardian/educational right holder calls regarding a student's ride, including the time of the call.
    - a. Contractor's must indicate if communication will be conducted exclusively through phone or text, to communicate with the parent/guardian/educational rights holder, drivers, District, and schools.
    - b. Contractor's must implement a log to document parent/guardian/educational rights holder and school calls, including those made to cancel a ride and the time of the call. This logged information must be shared with district staff on a weekly basis.
- B. Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the contractor. Contractor shall notify District of these expenses within 10 days of the completion of the trip.
- C. Approved Contractor List may/or may not physically exist in any form other than the RFP Summary which is sent to all bidders.
- D. Premium rates that are additional to RFP prices for weekend, time of the year or special event will not be considered.
- E. The District may request transportation services verbally or in writing. However, ALL orders must be acknowledged by the Contractor within **five (5) calendar days** from the date of the order on the Contractors standard confirmation form. In the event the District does not receive a confirmation, the District may choose to nullify the request and move to the next responsible bidder.
- F. The District recognizes its liability toward vandalism to the Contractor's property by its passengers. Damage is to be reported to the District person in charge prior to departing site after completion of trip. The district demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. Two written estimates for repair must be submitted to the Director of Transportation for approval prior to

repairs being made. No compensation will be given to the Contractor for such damage unless authorized by the Director of Transportation.

- G. All prices shall be typewritten or handwritten on RFP Forms and stated in whole dollars (no cents or decimal points, both numerical and long hand) Leave spaces blank if no price is shown. Prices shall include all applicable taxes.
- H. The District requires all equipment used by bidders to carry a First Aid Kit (one (1) kit that accommodates the amount of passengers the vehicle can accommodate). In case of an emergency, District recognizes that first aid supplies are to be administered and used by District Staff/Supervisors riding on the bus with students.
- I. **NONDISCRIMINATION CLAUSE (OCP-1).** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee of applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.9 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- J. Included is a copy of the rules for home to school and extra-curricular activities for school and charter bus use. The District expects carriers to implement District rules.
  - 1) Tobacco Free District. The Mt Diablo Unified School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in the District Vehicles.
  - 2) Drug Free District. The Mt Diablo Unified School District has been designated as a drug-free District (Gov Code Section 8350 et seq.) Use of drugs is prohibited at all times on all



areas of District property and in the District Vehicles.

### **DRIVER RESPONSIBILITIES**

- A. The driver shall ensure the vehicle has passenger safety restraints installed (seat belt) at all times, must be visible and working properly; age-appropriate restraint equipment such as safety vests, booster chairs and car seats, as requested by the District, shall also be the responsibility of the Contractor.
- B. The driver shall maintain the vehicle in a clean, safe and reliable mechanical condition, free from offending odors.
- C. Vehicles shall not transport more than 5 students at one time.
- D. Vehicle will be clean at all times of service.
- E. A vehicle shall not be put into motion until all passengers are seated (CCR121/E). All passengers must remain seated while the vehicle is in motion.

### **SPECIAL CONDITIONS**

#### A. Inspection Reports

1. It is agreed that upon starting date of the contract the Contractor must furnish the District proof in the form of inspection reports or that all passenger vehicles used to transport students have been inspected by an authorized mechanic and is maintained on a schedule.

It must meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code.

2. Contractor agrees to maintain a satisfactory rating with the Department of Motor Vehicles. Failure to maintain this rating shall be justification for immediate exclusion from the Contract. Contractor must furnish proof of this rating with submission of RFP documents.
3. Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers operating under the jurisdiction of the Public Utilities Commission as provided for in the Education Code Section 39830.

## B. Accident & Operational Reports

1. All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported both orally, and in writing to the District within twenty-four (24) hours, according to the following procedures:
  - a. Contractor shall immediately notify the District's Transportation Department at (925) 825- 7440 ext. 3710 day and evening and Director of Transportation at (310) 251-3693 of any accident while a student of the district is in vehicle and describe whatever information is available at the time.
  - b. Contractor shall continue to provide oral updates to the District's Director of Transportation as soon as new information becomes available.
  - c. Contractor shall provide a written report to the District's Director of Transportation via email at [lepec@mdusd.org](mailto:lepec@mdusd.org) within 24 hours.
  - d. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation regarding an accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.
  - e. The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District's request.
  - f. The purposeful provision of false, or inaccurate records by the Contractor to the District shall constitute a failure to perform and may result in the termination of this contract.
2. **Complaints** Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parent/guardian/educational rights holder, students, school-related service providers, non-public schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

**C. Submission of Documents by Successful Bidder(s)**

Ten (10) working days from the notification by the District to the awarded Contractor(s) have been allowed for successful bidder(s) to submit additional data required in the RFP documents. It is believed this is sufficient time to fulfill the District's RFP requirements prior to the commencement of the contract on October 1, 2024. If the successful Contractor does not comply with the requirements, consideration must be given to the next lowest responsible/responsive bidder.

**D. Disputes**

1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by this agreement shall be decided by the Superintendent or designee. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith.
2. In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Superintendent or designee.

**E. Compliance Requirements**

1. The District has determined under Education Code section 45125.1 subdivision (c) that in performing services pursuant to the scope of work in this RFP, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice, including a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.
2. The Contractor shall maintain records on all employees, drivers, or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:
  - a. Department of Motor Vehicle Record's Check - historical driving record.  
Department of Justice (DOJ) background checks that meet or exceed state laws.  
Federal Bureau of Investigation (FBI) background check, to include Child Index.

- b. Verification of enrollment in ongoing drug/alcohol testing at random and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. The Contractor shall be liable for all Drug and Alcohol Testing. No driver who fails a drug and/or alcohol test may be utilized for this Agreement.
  - c. Verification of a negative test result for Tuberculosis (TB testing).
  - d. Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment.
  - e. Training records if applicable to assignment.
3. Contractor shall not permit any employee to perform services that may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.
4. **Vehicles.** As part of its Services and for the compensation set forth in this Agreement, the Contractor agrees to coordinate the supply of such passenger vehicles (the "Vehicles"), including High-Capacity Vehicles as may be necessary to lawfully address the transportation requirements of District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.
- a. Vehicles will be maintained according state regulations and specifications with records and/or inspection reports(s) made available upon request.
  - b. Vehicles will be clean at all times of service.
  - c. Vehicles shall not transport more than 5 students at one time.
  - d. Vehicles shall not be more than 15 years old.
  - e. The Contractor shall maintain all vehicles in a clean, safe and reliable mechanical condition, free from offending odors.
  - f. The Contractor shall ensure all vehicles have passenger safety restraints install (seat belt) at all times, must be visible and working properly; age-appropriate restraint equipment such as safety vests, booster chairs and car seats, as requested by the District, shall also be the responsibility of the Contractor.
  - g. The Contractor shall provide wheelchair-accessible vehicle as needed with proper tie down securement when vehicle is in motion.
  - h. The Contractor shall provide to the District upon request, a list of all vehicles used under the contract which states the description of each vehicle, license

- plate number, model and year.
- i. The District reserves the right to audit all vehicles and equipment, along with applicable vehicle records at any time.
5. Contractor shall defend, indemnify, protect and hold the District agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code Section 45122.1
- a. Contractor shall certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.
6. Failure to abide by one or more of these rules may result in the loss of bus driving privileges.
7. Each bus driver will be responsible for all passengers at all times, except when students are under the sole jurisdiction of a faculty member.

## **SCOPE OF WORK**

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

## **AGREEMENT**

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District's Transportation Services RFP includes these expectations that must be agreed to prior to entering into this agreement.

**This is a one (1) year RFP from July 1, 2024 through June 30, 2025, with the possibility of two (2) one-year extensions, July 1, 2025-June 30, 2026 and July 1 2026-June 30, 2027.**

1. All services specified will be purchased from the successful selected Bidders. The District reserves the right to add or remove students to the home-to-school list as necessary due to school demand.

2. It is understood and agreed that the Contractor's pricing includes all ordinary and extraordinary costs for home-to-school transportation, and the District shall not be responsible for any additional costs, except as otherwise explicitly provided for in this Agreement.
3. The prices set forth in the Fee Schedule, which the District shall pay the Contractor via monthly invoice for services provided, shall be firm through June 30, 2025.

**TERMS AND CONDITIONS:**

- A. AGREEMENT. Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder's signed RFP and the Mt. Diablo Unified School District's written acceptance or purchase order shall constitute a contract.
- B. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.
- C. AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- E. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- F. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- G. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- H. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.

- I. CONTRACTOR’S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct name plate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Contractor shall at all times furnish and maintain sufficient number of passenger vehicles or passenger vans to perform the work of this contract. All passenger vehicles must be kept in clean, maintained, and in good repair.
- J. DAMAGE. The Contractor shall be held responsible for any breakage or loss resulting from vehicle accidents or impacts.
- K. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in (Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.
- L. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the transportation services.
- M. RIGHTS RESERVED.
- a. **Rejection**. The Mt. Diablo Unified School District reserves the right to reject any or all RFPs or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
  - b. **Cover**. Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
  - c. **Severability**. If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- N. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.

- O. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- P. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- Q. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- R. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- S. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.
- T. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- U. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.



V. INDEPENDENT CONTRACTOR This Contract is by and between District and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

W. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

X. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**PRICING**

Pricing Sheet can be found on Attachment A. *Please complete and return with your Proposal.*

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**MT. DIABLO UNIFIED SCHOOL DISTRICT:**

District Address: 1936 Carlotta Drive, Concord, California 94519

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: Adrian Vargas

Title: Chief Business Officer

**TRANSPORTATION DEPARTMENT:**

Contact Person, Title: Cristian Lepe, Director

Warehouse and Office Address: 1490 Gasoline Alley, Concord, California 94520

Email: [LepeC@mdusd.org](mailto:LepeC@mdusd.org)

Phone: (925) 825-7440 Ext. 3705

**Attachment A**  
**PRICING SHEET**  
**RFP #1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**

<b>Minimum Hours</b> (time in service of transporting pupil if applicable)	<b>Base Fare (including regulatory fees &amp; per ride California Access for All Fee)</b>	<b>Per Mile fee or Mileage brackets</b>	<b>Vehicles with an enclosed backseat (partition)</b>	<b>Excess Mileage - Fee</b>	<b>Vehicle for non-ambulatory students</b>	<b>Additional costs</b>
	\$	\$	\$	\$	\$	\$
Written amount:						
% or Dollar Amount Discount Offered for Early Payment: _____						

<b>CANCELLATION FEES</b>	<b>Dollar Amount</b>
<b>Less than 24 hours prior to pick up</b>	<b>\$</b>
<i>Written amount-long hand</i>	
<b>8 hours prior to pick up</b>	<b>\$</b>
<i>Written Amount-long hand</i>	
<b>From 2 hours before scheduled pick up</b>	<b>\$</b>
<i>Written Amount-long hand</i>	

***Bidder shall honor RFP prices for ninety (90) days or for the stated contract period  
- whichever is longer***

***RFPs must be on these RFP forms and signed by Contractors'/Bidders'  
authorized representative***

***RFP will be declared invalid unless signed by the authorized representative  
making this quote***

**I have read, understand, and agree to the terms and conditions on all pages of RFP #1943.  
The undersigned agrees to furnish the service stipulated in this RFP as stated above.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Name & Title (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**  
**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT**  
between the Mt. Diablo Unified School District (“District”) and

---

(“Contractor” or “Bidder”)

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of *Education Code section 45125.1* with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in *Education Code section 45122.1*. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project sites and the employees of the Subcontractor(s) that will be on the Project sites are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment C**  
**NON-COLLUSION CERTIFICATION**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*Public Contract Code § 7106*  
*(To Be Submitted with Proposal)*

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

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

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

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment D**  
**BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To Be Submitted With RFP)*

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in **Request for Proposal #1943 – 2024 Passenger Vehicle Special Education Pupil Transportation Services for Mt Diablo Unified School District**. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified. Term levels specified in *Exhibit 1 of RFP*.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment E**  
**WORKER'S COMPENSATION INSURANCE CERTIFICATE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be submitted with RFP)*

The Contractor shall execute the following form as required by the *California Labor Code, Sections 1860 and 1861*:

I am aware of the provisions of *Section 3700 of the Labor Code*, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Attachment F**  
**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES FOR**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**Equal Opportunity Clause**

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965*, during the performance of each contract with the Mt. Diablo Unified School District, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
  
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each Subcontractor or Contractor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Certification on Non-Segregated Facilities**

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment G**  
**DRUG-FREE WORKPLACE CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT**  
between Mt. Diablo Unified School District (the “District” or the “Owner”) and

---

(the “Contractor” or the “Bidder”)

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of *Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990*.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment H**  
**TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT:**  
between Mount Diablo Unified School District (the “District” or the “Owner”) and

---

(the “Contractor” or “Bidder”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, *20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq.* and *District Board Policies*, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**Attachment I**  
**TRANSPORTATION COMPLIANCE CERTIFICATION**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**AB 636 (Jones), AB 951 (Lieu)-Charter-Party Carriers Compliance Form, SB 1072/VEH Section 28160-Child Safety Alert Systems, and SB 88 (Skinner)-Pupil Transportation: Driver’s Qualifications**

- Effective January 1, 2010, all Charter Companies must be fully compliant with the regulations for the State of California AB 636 and AB 951.
- Effective July 1, 2022 all Charter Companies must be fully compliant with the regulations for the State of California SB 1072/Vehicle Code Section 28160.
- Effective January 1, 2024, all drivers must be fully compliant with the new regulations for State of California SB 88.

**Please review the attached documents, pages 55-72.** Sign and date this form confirming that your company is fully compliant with these new regulations.

AB 636 (Jones) Charter-party carriers: Bus drivers	Compliant?	Yes	No
AB 951 (Lieu) Charter-party carriers	Compliant?	Yes	No
California Code, Vehicle Code - VEH § 28160 Child Safety Alert Systems	Compliant?	Yes _____	No _____
SB 88 (Skinner) Pupil transportation: driver qualifications.	Compliant?	Yes _____	No _____

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REFERENCE FORM**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES  
MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**Reference #1**

Name and Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years you have been serving this customer: \_\_\_\_\_

Is this a K12 School District?    YES    NO

**Reference #2**

Name and Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years you have been serving this customer: \_\_\_\_\_

Is this a K12 School District?    YES    NO

**Reference #3**

Name and Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years you have been serving this customer: \_\_\_\_\_

Is this a K12 School District?    YES    NO

**PROPOSAL QUESTIONNAIRE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

To the Bidder:

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

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

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Student Transportation. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

**I. DESCRIPTION OF BIDDER'S ORGANIZATION**

**A. FIRM**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**B. TYPE OF ORGANIZATION**

Corporation (List officers and positions): \_\_\_\_\_

Other (please specify): \_\_\_\_\_

Where Incorporated: \_\_\_\_\_ Year of Incorporation: \_\_\_\_\_

Subsidiary (Give name and address of Parent Corporation): \_\_\_\_\_

Is your firm or a parent firm publicly held? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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



**C. NATURE OF OPERATIONS**

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of years \_\_\_\_\_

Number of school districts served in the State of California \_\_\_\_\_

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

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

---

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

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

a. Name of Union Organization: \_\_\_\_\_

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

**D. EXPERIENCE**

**1. What strategies or systems, if any, does your company employ to meet the needs of Public K-12 School Districts?**

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

**2. Has your company backed out of a contract with a K12 school district midyear in the last 2 years? If Yes, please provide an explanation.**

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

**3. Has your company defaulted or been replaced at the will of a K12 school district in the last 2 years? If Yes, please provide an explanation.**

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

**E. COMPANY LEADERSHIP/MANAGEMENT**

- 1. Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required.**

---

---

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

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

1. Number of hours: \_\_\_\_\_

2. Type of training; list components covered:

---

---

**II. DRIVER PERSONNEL**

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

Company: \_\_\_\_\_ Other: \_\_\_\_\_

A. How/where does your firm recruit drivers? \_\_\_\_\_

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

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

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

3. All drivers are required to be drug tested. If so, please elaborate on the testing procedures?

---

---

C. Do you check driver applicant references? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

---

---

---

**III. SAFETY PROGRAM AND ACTIVITIES**

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

**IV. PERIODIC VEHICLE MAINTENANCE AND MECHANICAL REPAIRS**

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

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

---

---

---

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

---

---

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

---

---

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

---

---

---

G. Do you maintain and evaluate records of vehicle road breakdowns? Yes \_\_\_\_\_ No \_\_\_\_\_

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

---

---

I. Do you have a vehicle maintenance program for owned passenger vehicles? Yes or No (Circle)  
\* Briefly describe the vehicle maintenance program.

---

---

**V. INSURANCE DATA**

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

**VI. IMPLEMENTATION PLAN**

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

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

**VII. OTHER RELEVANT INFORMATION**

1. How does your company measure customer satisfaction?

---

---

---

2. Do you require a minimum amount of transportation requests? If Yes, please describe.

---

---

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

---

---

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

---

---

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

---

---

6. What solutions do you have for drivers picking up routes in advance and then canceling?

---

---

7. Are drivers assigned daily routes or do drivers pick up routes based on availability?

---

---

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AB 636 (Jones) - Charter-party carriers: bus drivers  
FEBRUARY 25, 2009**

**An act to amend Section 5387 of, and to add Section 5387.3 to, the Public Utilities Code, and to amend Section Sections 1803 and 13369 of, and to add Section 14602.9 to, the Vehicle Code, relating to charter-party carriers.**

LEGISLATIVE COUNSEL'S DIGEST

AB 636, as amended, Jones. Charter-party carriers: bus drivers.

(1) The Passenger Charter-Party Carriers Act, with certain exceptions, prohibits a charter-party carrier of passengers from engaging in transportation services subject to regulation by the Public Utilities Commission without obtaining a specified certificate or permit, as appropriate, from the commission. The act makes it unlawful, among other things, for the owner of a charter-party carrier of passengers to permit the operation of any vehicle upon any public highway for compensation without having obtained from the commission a certificate or permit, as specified, pursuant to the act.

This bill would require the commission to permanently revoke the authority to operate a charter-party carrier or to permanently bar from receiving a permit or certificate from the commission a charter-party carrier that, *among other things*, operates a bus without having been issued a permit from the commission, operates a bus with a suspended permit from the commission *that was suspended by the commission for specified reasons*, has one or more buses improperly registered with the Department of Motor Vehicles, or knowingly employs a bus driver who has not been issued the required driver's license of the proper class, a passenger vehicle endorsement, or the proper certificate to drive a bus. The bill also would suspend for a period of 5 years a person who drives a bus for a charter-party carrier without having been issued the proper driver's license of the proper class, passenger vehicle endorsement, or the required certificate from driving a bus of any kind. The bill would require the Department of Motor Vehicles to refuse to issue or renew, or to suspend or revoke, that person's passenger vehicle endorsement and would provide that such a person would be ineligible for a passenger vehicle endorsement that would permit him or her to drive a bus, as defined, for 5 years.

The bill would also authorize a charter-party carrier subject to the bar described above, that has received a notice of refusal or revocation of its permit to operate pursuant to these provisions, to submit a written request for a specified hearing within 15 days after the mailing of the notice.

The bill would authorize an officer of the Department of the California Highway Patrol to impound a bus of a charter-party carrier that is operating a bus without having been issued a permit or certificate from the commission, operates a bus with a suspended permit or certificate from the commission, or is operating a bus that is being driven by a driver to whom the appropriate driver's license of the proper class, a passenger vehicle endorsement, or the required certificate has not been issued. The bill would also prohibit the commission from issuing a new permit or certificate to operate a charter-party carrier if an officer, director, or owner of that charter-party carrier was an officer, director, or owner of a charter-party carrier that has its authority to operate as a charter-party carrier permanently revoked by the commission or was permanently barred from receiving a permit or certificate from the commission pursuant to these provisions.

(2) Under existing law, a violation of the Passenger Charter-Party Carriers Act, or a violation of an order or direction of the commission issued pursuant to the act, is a crime.

Because the provisions of this bill would be a part of the act and because a violation of those provisions or of an order or decision of the commission implementing those provisions would be a crime, the bill would impose a state-mandated local program by creating new crimes.

(3) *Existing law requires the clerk of a court in which a person was convicted of a violation of the Vehicle Code to prepare within 5 days after conviction and immediately forward to the Department of Motor Vehicles an abstract of the record of the court covering the case in which the person was so convicted.*

*This bill would expand the Vehicle Code violations that the clerk of a court is required to report to the department to include violations of specified provisions of the Public Utilities Code, which include driving a bus for a charter-party carrier without having a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate, as specified.*

(4) *This bill would become operative only if AB 951 of the 2009-10 Regular Session is enacted and becomes operative on or before January 1, 2010.*

(3) (5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1. Section 5387 of the Public Utilities Code is amended to read:**

**5387.** (a) It is unlawful for the owner of a charter-party carrier of passengers to permit the operation of a vehicle upon a public highway for compensation without (1) having obtained from the commission a certificate or permit pursuant to this chapter, (2) having complied with the vehicle identification requirements of Section 5385, 5385.5, or 5385.6, and (3) having complied with the accident liability protection requirements of Section 5391.

(b) A person who drives a bus for a charter-party carrier without having a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate shall be suspended from driving a bus of any kind, including, but not limited to, a bus, school bus, school pupil activity bus, or transit bus, with passengers for a period of five years pursuant to Section 13369 of the Vehicle Code.

(c) (1) A charter-party carrier that (A) operates a bus without having been issued a permit or certificate from the commission, (B) operates a bus with a suspended permit from the commission, (C) knowingly employs a bus driver who does not have a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus, or (D) has one or more buses improperly registered with the Department of Motor Vehicles, shall have its authority to operate as a charter-party carrier permanently revoked by the commission or be permanently barred from receiving a permit or certificate from the commission.

*(c) (1) A charter-party carrier shall have its authority to operate as a charter-party carrier permanently revoked by the commission or be permanently barred from receiving a permit or certificate from the commission if it commits any of the following acts:*

*(A) Operates a bus without having been issued a permit or certificate from the commission.*

*(B) Operates a bus with a permit that was suspended by the commission pursuant to Section 5378.5.*

*(C) Commits three or more liability insurance violations within a two-year period for which it has been cited.*

*(D) Operates a bus with a permit that was suspended by the commission during a period that the charter-party carrier's liability insurance lapsed.*

*(E) Knowingly employs a bus driver who does not have a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus.*

*(F) Has one or more buses improperly registered with the Department of Motor Vehicles.*

(2) The commission shall not issue a new permit or certificate to operate as a charter-party carrier if any officer, director, or owner of that charter-party carrier was an officer, director, or owner of a charter-party carrier that had its authority to operate as a charter-party carrier permanently revoked by the commission or that was permanently barred from receiving a permit or certificate from the commission pursuant to this subdivision.

(d) An officer of the Department of the California Highway Patrol may impound a bus of a charter-party carrier for 30 days pursuant to Section 14602.9 of the Vehicle Code if the officer determines that any of the following violations occurred while the bus driver was operating the bus of a charter-party carrier:

(1) The driver was operating the bus of a charter-party carrier when the charter-party carrier did not have a permit or certificate issued by the commission.

(2) The driver was operating the bus of a charter-party carrier when the charter-party carrier was operating the bus with a suspended permit or certificate from the commission.

(3) The driver was operating the bus of a charter-party carrier without having a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate.

**SEC. 2. Section 5387.3 is added to the Public Utilities Code, to read:**

**5387.3.** (a) A charter-party carrier described in subdivision (c) of Section 5387, that has received a notice of refusal or revocation of its permit to operate, may submit to the commission, within 15 days after the mailing of the notice, a written request for a hearing. The charter-party carrier shall furnish a copy of the request to the Department of the California Highway Patrol at the same time that it makes its request for a hearing to the commission. Failure to request a hearing, in writing, within the 15-day period is a waiver of the right to a hearing.



(b) Upon receipt by the commission of the hearing request, the commission shall hold a hearing within a reasonable time, not to exceed 21 days, and may appoint a hearing officer to conduct the hearing. At the hearing, the burden of proof is on the charter-party carrier to prove that it was not in violation of subdivision (c) of Section 5387.

(c) The refusal to, or revocation of, the permit to operate, may only be rescinded by the hearing officer if the charter-party carrier proves that it was not in violation of subdivision (c) of Section 5387, and that the basis of the refusal or revocation resulted from a factual error.

~~SEC. 3. Section 1803 of the Vehicle Code~~

~~SEC. 3.~~ **SEC. 4. Section 13369 of the Vehicle Code is amended to read:**

**13369.** (a) This section applies to the following endorsements and certificates:

- (1) Passenger transportation vehicle.
- (2) Hazardous materials.
- (3) School bus.
- (4) School pupil activity bus.
- (5) Youth bus.
- (6) General public paratransit vehicle.
- (7) Farm labor vehicle.
- (8) Vehicle used for the transportation of developmentally disabled persons.

(b) The department shall refuse to issue or renew, or shall revoke, the certificate or endorsement of any person who meets the following conditions:

(1) Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5. The department may not refuse to issue or renew, nor may it revoke, a person's hazardous materials or passenger transportation vehicle endorsement if the violation leading to the conviction occurred in the person's private vehicle and not in a commercial motor vehicle, as defined in Section 15210.

(2) Within three years, has had his or her driving privilege suspended, revoked, or on probation for any reason involving unsafe operation of a motor vehicle. The department may not refuse to issue or renew, nor may it revoke, a person's passenger transportation vehicle endorsement if the person's driving privilege has, within three years, been placed on probation only for any reason involving unsafe operation of a motor vehicle.

(3) Notwithstanding paragraphs (1) and (2), does not meet the qualifications for issuance of a hazardous materials endorsement set forth in Parts 383, 384, and 1572 of Title 49 of the Code of Federal Regulations.

(c) The department may refuse to issue or renew, or may suspend or revoke, the certificate or endorsement of any person who meets any of the following conditions:

(1) Within 12 months, has been involved as a driver in three accidents in which the driver caused or contributed to the causes of the accidents.

(2) Within 24 months, as a driver, caused or contributed to the cause of an accident resulting in a fatality or serious injury or serious property damage in excess of seven hundred fifty dollars (\$750).

(3) Has violated any provision of this code, or any rule or regulation pertaining to the safe operation of a vehicle for which the certificate or endorsement was issued.

(4) Has violated any restriction of the certificate, endorsement, or commercial driver's license.

(5) Has knowingly made a false statement or failed to disclose a material fact on an application for a certificate or endorsement.

(6) Has been determined by the department to be a negligent or incompetent operator.

(7) Has demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the applicant's ability to perform the duties of a driver may be impaired.

(8) Excessively or habitually uses, or is addicted to, alcoholic beverages, narcotics, or dangerous drugs.

(9) Does not meet the minimum medical standards established or approved by the department.

(d) The department may cancel the certificate or endorsement of any driver who meets any of the following conditions:

(1) Does not have a valid driver's license of the appropriate class.

(2) Has requested cancellation of the certificate or endorsement.

(3) Has failed to meet any of the requirements for issuance or retention of the certificate or endorsement, including,

but not limited to, payment of the proper fee, submission of an acceptable medical report and fingerprint cards, and compliance with prescribed training requirements.

(4) Has had his or her driving privilege suspended or revoked for a cause involving other than the safe operation of a motor vehicle.

(e) (1) The department shall refuse to issue or renew, or shall suspend or revoke, the passenger vehicle endorsement of a person who violates subdivision (b) of Section 5387 of the Public Utilities Code.

(2) A person found to be in violation of subdivision (b) of Section 5387 of the Public Utilities Code shall be ineligible for a passenger vehicle endorsement that would permit him or her to drive a bus of any kind, including, but not limited to, a bus, school bus, youth bus, school pupil activity bus, trailer bus, or a transit bus, with passengers, for a period of five years.

(f) (1) Reapplication following refusal or revocation under subdivision (b) or (c) may be made after a period of not less than one year from the effective date of denial or revocation, except in cases where a longer period of suspension or revocation is required by law.

(2) Reapplication following cancellation under subdivision (d) may be made at any time without prejudice.

**~~SEC. 4.~~ SEC. 5. Section 14602.9 is added to the Vehicle Code, to read:**

**14602.9.** (a) An officer of the Department of the California Highway Patrol may impound a bus of a charter-party carrier for 30 days if the officer determines that any of the following violations occurred while the bus driver was operating the bus of a charter-party carrier:

(1) The driver was operating the bus of a charter-party carrier when the charter-party carrier did not have a permit or certificate issued by the Public Utilities Commission, pursuant to Section 5375 of the Public Utilities Code.

(2) The driver was operating the bus of a charter-party carrier when the charter-party carrier was operating the bus with a suspended permit or certificate from the Public Utilities Commission.

(3) The driver was operating the bus of a charter-party carrier without having a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate.

(b) Within two working days after impoundment, the impounding agency shall send a notice by certified mail, return receipt requested, to the legal owner of the vehicle, at the address obtained from the department, informing the owner that the vehicle has been impounded. Failure to notify the legal owner within two working days shall prohibit the impounding agency from charging for more than 15 ~~days,~~ *day's* impoundment when the legal owner redeems the impounded vehicle. The impounding agency shall maintain a published telephone number that provides information 24 hours a day regarding the impoundment of vehicles and the rights of a registered owner to request a hearing.

(c) The registered and legal owner of a vehicle that is removed and seized under subdivision (a) or his or her agent shall be provided the opportunity for a storage hearing to determine the validity of, or consider any mitigating circumstances attendant to, the storage, in accordance with Section 22852.

(d) (1) The impounding agency shall release the vehicle to the registered owner or his or her agent prior to the end of the impoundment period under any of the following circumstances:

(A) When the vehicle is a stolen vehicle.

(B) When the vehicle is subject to bailment and is driven by an unlicensed employee of a business establishment, including a parking service or repair garage.

(C) When the driver of the vehicle is not the sole registered owner of the vehicle and the vehicle is being released to another registered owner of the vehicle who agrees not to allow the driver to use the vehicle until after the end of the impoundment period and the charter-party carrier has been issued a valid permit from the Public Utilities Commission, pursuant to Section 5375 of the Public Utilities Code.

(2) A vehicle shall not be released pursuant to this subdivision without presentation of the registered owner's or agent's currently valid driver's license to operate the vehicle and proof of current vehicle registration, or upon order of a court.

(e) The registered owner or his or her agent is responsible for all towing and storage charges related to the impoundment, and any administrative charges authorized under Section 22850.5.

(f) A vehicle removed and seized under subdivision (a) shall be released to the legal owner of the vehicle or the legal owner's agent prior to the end of the impoundment period if all of the following conditions are met:

(1) The legal owner is a motor vehicle dealer, bank, credit union, acceptance corporation, or other licensed financial institution legally operating in this state, or is another person who is not the registered owner and holds a security

interest in the vehicle.

(2) The legal owner or the legal owner's agent pays all towing and storage fees related to the seizure of the vehicle. A lien sale processing fee shall not be charged to the legal owner who redeems the vehicle prior to the 10th day of impoundment. The impounding authority or any person having possession of the vehicle shall not collect from the legal owner of the type specified in paragraph (1), or the legal owner's agent, any administrative charges imposed pursuant to Section 22850.5 unless the legal owner voluntarily requested a post storage hearing.

(3) (A) The legal owner or the legal owner's agent presents either lawful foreclosure documents or an affidavit of repossession for the vehicle, and a security agreement or title showing proof of legal ownership for the vehicle. All presented documents may be originals, photocopies, or facsimile copies, or may be transmitted electronically. The impounding agency shall not require a document to be notarized. The impounding agency may require the agent of the legal owner to produce a photocopy or facsimile copy of its repossession agency license or registration issued pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or to demonstrate, to the satisfaction of the impounding agency, that the agent is exempt from licensure pursuant to Section 7500.2 or 7500.3 of the Business and Professions Code.

(B) Administrative costs authorized under subdivision (a) of Section 22850.5 shall not be charged to the legal owner of the type specified in paragraph (1), who redeems the vehicle unless the legal owner voluntarily requests a post storage hearing. A city, county, or state agency shall not require a legal owner or a legal owner's agent to request a post storage hearing as a requirement for release of the vehicle to the legal owner or the legal owner's agent. The impounding agency shall not require any documents other than those specified in this paragraph. The impounding agency shall not require any documents to be notarized.

(C) As used in this paragraph, "foreclosure documents" means an "assignment" as that term is defined in subdivision (o) of Section 7500.1 of the Business and Professions Code.

(g) (1) A legal owner or the legal owner's agent who obtains release of the vehicle pursuant to subdivision (f) may not release the vehicle to the registered owner of the vehicle or any agents of the registered owner, unless the registered owner is a rental car agency, until after the termination of the impoundment period.

(2) The legal owner or the legal owner's agent shall not relinquish the vehicle to the registered owner until the registered owner or that owner's agent presents his or her valid driver's license or valid temporary driver's license to the legal owner or the legal owner's agent. The legal owner or the legal owner's agent shall make every reasonable effort to ensure that the license presented is valid.

(3) Prior to relinquishing the vehicle, the legal owner may require the registered owner to pay all towing and storage charges related to the impoundment and any administrative charges authorized under Section 22850.5 that were incurred by the legal owner in connection with obtaining custody of the vehicle.

(h) (1) A vehicle removed and seized under subdivision (a) shall be released to a rental agency prior to the end of the impoundment period if the agency is either the legal owner or registered owner of the vehicle and the agency pays all towing and storage fees related to the seizure of the vehicle.

(2) The owner of a rental vehicle that was seized under this section may continue to rent the vehicle upon recovery of the vehicle. However, the rental agency shall not rent another vehicle to the driver of the vehicle that was seized until the impoundment period has expired.

(3) The rental agency may require the person to whom the vehicle was rented to pay all towing and storage charges related to the impoundment and any administrative charges authorized under Section 22850.5 that were incurred by the rental agency in connection with obtaining custody of the vehicle.

(i) Notwithstanding any other provision of this section, the registered owner, and not the legal owner, shall remain responsible for any towing and storage charges related to the impoundment, any administrative charges authorized under Section 22850.5, and any parking fines, penalties, and administrative fees incurred by the registered owner.

(j) The impounding agency is not liable to the registered owner for the improper release of the vehicle to the legal owner or the legal owner's agent provided the release complies with this section.

(k) For the purposes of this section, a "bus" means a bus as defined by Section 233 or a tour bus as defined by Section 612.

(l) For the purposes of this section, a "charter-party carrier" means a charter-party carrier as defined by Section 5360 of the Public Utilities Code.

***SEC. 6. This act shall become operative only if Assembly Bill No. 951 of the 2009-10 Regular Session is enacted and becomes operative on or before January 1, 2010.***

~~SEC. 5.~~ *SEC. 7.* No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

AB 636, [http://www.leginfo.ca.gov/pub/09-10/bill/asm/ab\\_0601-650/ab\\_636\\_bill\\_20090901\\_amended\\_sen\\_v94.html](http://www.leginfo.ca.gov/pub/09-10/bill/asm/ab_0601-650/ab_636_bill_20090901_amended_sen_v94.html); [www.LegInfo.Ca.Gov](http://www.LegInfo.Ca.Gov) , August 13, 2024

**AB 951 (Lieu) - Charter-party carriers.  
FEBRUARY 26, 2009**

**An act to amend Sections 5378, 5378.5, 5411, 5411.3, 5412, 5412.2, 5413, 5413.5, and 5414 of the Public Utilities Code, relating to charter-party carriers.**

LEGISLATIVE COUNSEL'S DIGEST

AB 951, Lieu. Charter-party carriers.

The Passenger Charter-Party Carriers' Act, with certain exceptions, prohibits a charter-party carrier of passengers from engaging in transportation services subject to regulation by the Public Utilities Commission without obtaining a specified certificate or permit, as appropriate, from the commission. The act imposes a maximum fine of not more than \$1,000 in its general penalty provision for any violation or failure to comply with the act, an order or other requirement of the commission, or an operating permit or certificate, or aiding and abetting such a violation. The act also imposes maximum fines, and in certain cases, minimum fines for specific violations of the act, including, for conviction of operating a charter-party carrier of passengers or a taxicab without a valid certificate or permit, a maximum mandatory fine of \$2,500 for a first conviction, or \$5,000 for a subsequent conviction.

This bill would revise that general penalty to set a minimum fine of \$1,000 and a maximum fine of \$5,000. The bill, for conviction of operating a charter-party carrier of passengers or a taxicab without a valid certificate, would increase mandatory fines for charter-party carriers of passengers, subjecting them to a maximum fine of \$10,000 for a first conviction and \$25,000 for a subsequent conviction. The bill would also increase a number of other existing fees, fines, and penalties for specific violations of the act.

The bill would become operative only if AB 636 of the 2009-10 Regular Session is enacted and becomes operative on or before January 1, 2010.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1. Section 5378 of the Public Utilities Code is amended to read:**

**5378.** (a) The commission may cancel, revoke, or suspend any operating permit or certificate issued pursuant to this chapter upon any of the following grounds:

- (1) The violation of any of the provisions of this chapter, or of any operating permit or certificate issued thereunder.
- (2) The violation of any order, decision, rule, regulation, direction, demand, or requirement established by the commission pursuant to this chapter.
- (3) The conviction of the charter-party carrier of passengers of any misdemeanor under this chapter while holding operating authority issued by the commission or the conviction of the carrier or its officers of a felony while holding operating authority issued by the commission, limited to robbery, burglary, larceny, fraud, or intentional dishonesty for personal gain.
- (4) The rendition of a judgment against the charter-party carrier of passengers for any penalty imposed under this chapter.
- (5) The failure of a charter-party carrier of passengers to pay any fee imposed upon the carrier within the time required by law.
- (6) On request of the holder of the permit or certificate.
- (7) Failure of a permit or certificate holder to operate and perform reasonable service. That failure may include repeated violations of the Vehicle Code or of regulations contained in Title 13 of the California Code of Regulations relative to motor vehicle safety, by employees of the permitholder or certificate holder, that support an inference of unsafe operation or willful neglect of the public safety by the permitholder or certificate holder.
- (8) Consistent failure of the charter-party carrier of passengers to maintain its vehicles in a safe operating condition and in compliance with the Vehicle Code and with regulations contained in Title 13 of the California Code of Regulations relative to motor vehicle safety, as shown by the records of the commission, the Department of Motor Vehicles, the Department of the California Highway Patrol, or the carrier.
- (9) The knowing and willful filing of a false report that understates revenues and fees.

(b) The commission may levy a civil penalty of up to seven thousand five hundred dollars (\$7,500) upon the holder of an operating permit or certificate issued pursuant to this chapter, for any of the grounds specified in subdivision (a), as an alternative to canceling, revoking, or suspending the permit or certificate. The commission may also levy interest upon the civil penalty, which shall be calculated as of the date on which the civil penalty is unpaid and delinquent. The commission shall deposit at least monthly all civil penalties and interest collected pursuant to this section into the General Fund.

**SEC. 2. Section 5378.5 of the Public Utilities Code is amended to read:**

**5378.5.** (a) Upon receipt of a written recommendation from the Department of the California Highway Patrol that the certificate or permit of a charter-party carrier be suspended either (1) for failure to maintain any vehicle used in transportation for compensation in a safe operating condition or to comply with the Vehicle Code or with regulations contained in Title 13 of the California Code of Regulations relative to motor carrier safety if that failure is either a consistent failure or presents an imminent danger to public safety, or (2) for failure to enroll all drivers in the pull notice system as required by Section 1808.1 of the Vehicle Code, the commission shall, pending a hearing in the matter pursuant to subdivision (d), suspend the carrier's certificate or permit. The written recommendation shall specifically indicate compliance with subdivision (c).

(b) A carrier whose certificate or permit is suspended pursuant to subdivision (a) may obtain a reinspection of its terminal and vehicles by the department, by submitting a written request for reinstatement to the commission and paying a reinstatement fee of one thousand dollars (\$1,000). The commission shall deposit all reinstatement fees collected pursuant to this subdivision in the Public Utilities Commission Transportation Reimbursement Account. The commission shall then forward a request for reinspection to the department which shall then perform a reinspection within a reasonable time. The commission shall reinstate a carrier's certificate or permit suspended under subdivision (a) promptly upon receipt of a written recommendation from the department that the carrier's safety compliance has improved to the satisfaction of the department, unless the certificate or permit is suspended for another reason, or has been revoked.

(c) Before transmitting a recommendation pursuant to subdivision (a) to the commission, the Department of the California Highway Patrol shall notify the charter-party carrier in writing of all of the following:

(1) That the department has determined that the carrier's safety record is unsatisfactory, furnishing a copy of any documentation or summary of any other evidence supporting the determination.

(2) That the determination may result in suspension or revocation of the carrier's certificate or permit by the commission.

(3) That the carrier may request a review of the determination by the department within five days of its receipt of the notice required under this subdivision. If a review pursuant to this paragraph is requested by the carrier, the department shall conduct and evaluate that review prior to transmitting any notification to the commission pursuant to subdivision (a).

(d) Whenever the commission suspends the certificate or permit of any charter-party carrier pursuant to subdivision (a), the commission shall furnish the carrier written notice of the suspension and shall hold a hearing within a reasonable time, not to exceed 21 days, after a written request therefor is filed with the commission, with a copy thereof furnished to the Department of the California Highway Patrol. At the hearing, the carrier shall show cause why the suspension should not be continued. At the conclusion of the hearing, the commission may, in addition to any other penalty provided in this chapter, terminate the suspension, continue the suspension in effect, or revoke the certificate or permit. The commission may revoke the certificate or permit of any carrier suspended pursuant to subdivision (a) at any time 90 days or more after its suspension if the commission has not received a written recommendation for reinstatement from the department and the carrier has not filed a written request for a hearing with the commission.

(e) If the commission, after a hearing, finds that a charter-party carrier has continued to operate as such a carrier after its certificate or permit has been suspended pursuant to subdivision (a), the commission shall do one of the following:

(1) Revoke the operating certificate or permit of the carrier.

(2) Impose upon the holder of the certificate or permit a civil penalty of not less than one thousand five hundred dollars (\$1,500) nor more than seven thousand five hundred dollars (\$7,500) for each day of unlawful operations.

**SEC. 3. Section 5411 of the Public Utilities Code is amended to read:**

**5411.** Every charter-party carrier of passengers and every officer, director, agent, or employee of any charter-party carrier of passengers who violates or who fails to comply with, or who procures, aids, or abets any violation by any charter-party carrier of passengers of any provision of this chapter, or who fails to obey, observe, or comply with any order, decision, rule, regulation, direction, demand, or requirement of the commission, or of any operating permit or certificate issued to any charter-party carrier of passengers, or who procures, aids, or abets any charter-party carrier of passengers in its failure to obey, observe, or comply with any such order, decision, rule, regulation, direction, demand, requirement, or operating permit or certificate, is guilty of a misdemeanor and is punishable by fine of not less than one thousand dollars (\$1,000) and not more than five thousand dollars (\$5,000) or by imprisonment in the county jail for not more than three months, or both.

**SEC. 4. Section 5411.3 of the Public Utilities Code is amended to read:**

**5411.3.** Every charter-party carrier of passengers, and every officer, director, agent, or employee of a charter-party carrier of passengers, who displays on any vehicle any identifying symbol other than one prescribed by the commission pursuant to Section 5385, or who fails to remove an identifying symbol when required by the commission, is guilty of a misdemeanor and is punishable by a fine of not more than two thousand five hundred dollars (\$2,500), by imprisonment in the county jail for not more than one year, or by both.

**SEC. 5. Section 5412 of the Public Utilities Code is amended to read:**

**5412.** Every corporation or person other than a charter-party carrier of passengers, who knowingly and willfully, either individually, or acting as an officer, agent, or employee of a corporation, co-partnership, or any other person other than a charter-party carrier of passengers, violates any provision of this chapter or fails to observe, obey, or comply with any order, decision, rule, regulation, direction, demand, or requirement of the commission, or who procures, aids, or abets any charter-party carrier of passengers in its violation of this chapter, or in its failure to obey, observe, or comply with any such order, decision, rule, regulation, direction, demand, or requirement, is guilty of a misdemeanor, and is punishable by a fine of not more than two thousand dollars (\$2,000) or by imprisonment in the county jail for not more than three months, or both.

**SEC. 6. Section 5412.2 of the Public Utilities Code is amended to read:**

**5412.2.** (a) When a person is convicted of the offense of operating a taxicab without a valid certificate or permit, in addition to any other penalties provided by law, if the court determines the operator has the ability to pay, the court shall impose a mandatory fine not exceeding two thousand five hundred dollars (\$2,500) for a first conviction or five thousand dollars (\$5,000) for a subsequent conviction.

(b) When a person is convicted of the offense of operating a charter-party carrier of passengers without a valid certificate or permit, in addition to any other penalties provided by law, if the court determines the operator has the ability to pay, the court shall impose a mandatory fine not exceeding ten thousand dollars (\$10,000) for a first conviction or twenty-five thousand dollars (\$25,000) for a subsequent conviction.

(c) As used in this section, "taxicab" means a passenger vehicle designed for carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. "Taxicab" shall not include a charter-party carrier of passengers within the meaning of this chapter.

**SEC. 7. Section 5413 of the Public Utilities Code is amended to read:**

**5413.** Every charter-party carrier of passengers and every officer, director, agent, or employee of any charter-party carrier of passengers who violates or who fails to comply with, or who procures, aids, or abets, any violation by any charter-party carrier of passengers of any provision of this chapter, or who fails to obey, observe, or comply with any order, decision, rule, regulation, direction, demand, or requirement of the commission, or of any operating permit or certificate issued to any charter-party carrier of passengers, or who procures, aids, or abets any charter-party carrier of passengers in its failure to obey, observe, or comply with any such order, decision, rule, regulation, direction, demand, requirement, or operating permit, or certificate, is subject to a penalty of not more than two thousand dollars (\$2,000) for each offense.

**SEC. 8. Section 5413.5 of the Public Utilities Code is amended to read:**

**5413.5.** (a) Whenever the commission, after hearing, finds that any person or corporation is operating as a charter-party carrier of passengers, including a charter-party carrier operating a limousine, without a valid certificate or permit, or fails to include in any written or oral advertisement the number of the certificate or permit required by Section 5386, the commission may impose a fine of not more than seven thousand five hundred dollars (\$7,500) for each violation. The commission may assess the person or corporation an amount sufficient to cover the reasonable expense of investigation incurred by the commission. The commission may assess interest on any fine or assessment imposed, to commence on the day the payment of the fine or assessment becomes delinquent. All fines, assessments, and interest collected shall be deposited at least once each month in the General Fund.

(b) Whenever the commission, after hearing, finds that any person or corporation is operating a charter-party carrier of passengers as a taxicab without a valid certificate or permit in violation of an ordinance or resolution of a city, county, or city and county, the commission may impose a fine of not more than five thousand dollars (\$5,000) for each violation. The commission may assess the person or corporation an amount sufficient to cover the reasonable expense of investigation incurred by the commission. The commission may assess interest on any fine or assessment imposed, to commence on the day the payment of the fine or assessment becomes delinquent. All fines, assessments, and interest collected shall be deposited at least once each month in the General Fund.

**SEC. 9. Section 5414 of the Public Utilities Code is amended to read:**

**5414.** Every corporation or person other than a charter-party carrier of passengers who knowingly and willfully, either individually, or acting as an officer, agent, or employee of a corporation, co-partnership, or any other person other than a charter-party carrier of passengers, violates any provision of this chapter or fails to observe, obey, or comply with any order, decision, rule, regulation, direction, demand, or requirement of the commission, or who procures, aids, or abets any charter-party carrier of passengers in its violation of this chapter, or in its failure to obey, observe, or comply with any such order, decision, rule, regulation, direction, demand, or requirement, is subject to a penalty of not more than two thousand dollars (\$2,000) for each offense.

**SEC. 10. This act shall become operative only if Assembly Bill 636 of the 2009-10 Regular Session is enacted and becomes operative on or before January 1, 2010.**

*AB Section 951, [http://www.leginfo.ca.gov/pub/09-10/bill/asm/ab\\_0951-000/ab\\_951\\_bill\\_20091011\\_chaptered.html](http://www.leginfo.ca.gov/pub/09-10/bill/asm/ab_0951-000/ab_951_bill_20091011_chaptered.html); [www.LegInfo.Ca.Gov](http://www.LegInfo.Ca.Gov), August 13, 2024*



## California Code, Vehicle Code - VEH § 28160

Current as of January 01, 2023 |

(a) On or before January 1, 2018, the department shall adopt regulations governing the specifications, installation, and use of child safety alert systems.

(b)(1)(A) Except as provided in subparagraphs (B) and (C), on or before March 1, 2019, each school bus, school pupil activity bus, except school pupil activity buses described in paragraph (2), youth bus, and child care motor vehicle shall be equipped with an operational child safety alert system.

(B) If a school district, county office of education, or charter school with an average daily attendance of 4,000 pupils or fewer, or a private school with 4,000 pupils or fewer in attendance, cannot meet the requirements of this section on or before March 1, 2019, the school district, county office of education, charter school, or private school shall submit to the department, on or before March 1, 2019, documentation that demonstrates that it has, before March 1, 2019, ordered or purchased the child safety alert system or child safety alert systems, and includes an estimate of repairs or installation, the total number of vehicles described in subparagraph (A) in the fleet and the number of vehicles described in subparagraph (A) that do not have an installed child safety alert system, the proposed date of installation, and the name of the vendor or individual who will install the child safety alert system or child safety alert systems. Upon providing this documentation, the school district, county office of education, charter school, or private school shall have an additional six months, not to extend beyond September 1, 2019, to meet the requirements of this section.

(C) Any entity other than a school district, county office of education, charter school, or private school that operates a school bus, school pupil activity bus, except school pupil activity buses described in paragraph (2), youth bus, or child care motor vehicle that is subject to the requirements of this section may submit documentation as specified in subparagraph (B) to the department. Upon providing this documentation, the entity shall have an additional six months, not to extend beyond September 1, 2019, to meet the requirements of this section.

(D) This section shall apply to all school districts, county offices of education, charter schools, and private schools, including those that began the 2018-19 school year before September 1, 2018.

(2) A school pupil activity bus is not required to be equipped with an operational child safety alert system if all of the following apply:

(A) The school pupil activity bus is not used exclusively to transport pupils.

(B) When the school pupil activity bus is used to transport pupils, the pupils are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer established by the policies of the school district, county office of education, charter school, or private school.

(C) One adult chaperone has a list of every pupil and adult chaperone, including a school employee, who is on the school pupil activity bus at the time of departure.

(D) The driver has reviewed all safety and emergency procedures before the initial departure and the driver and adult chaperone have signed a form with the time and date acknowledging that the safety plan and procedures were reviewed.

(E) Immediately before departure from any location, the adult chaperone shall account for each pupil on the list of pupils, verify the number of pupils to the driver, and sign a form indicating that all pupils are present or accounted for.

(F) After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.

(G) The driver shall sign a form with the time and date verifying that all required procedures have been followed.

(H) The information required to be recorded pursuant to subparagraphs (D), (E), and (G) may be recorded on a single form. These forms shall be retained by the school district, county office of education, charter school, or private school for a minimum of two years.

(c) The department shall consult with the State Department of Education to develop frequently asked questions related to the implementation of this section and of [Section 1294 of Title 13 of the California Code of Regulations](#). The department shall also consult with, at a minimum, the California Association of School Transportation Officials when developing the frequently asked questions. The department and the State Department of Education shall each post the frequently asked questions on their respective Internet Web sites.

(d) A "child safety alert system" is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

(e) For purposes of this section, the following definitions apply:

(1) “Child care motor vehicle” means a vehicle designed, used, or maintained for more than eight persons, including the driver, that is used by a child care provider to transport children.

(2) “Child care provider” has the same meaning as provided for “day care center” in [Section 1596.76 of the Health and Safety Code](#).

CVC 28160, <https://codes.findlaw.com/ca/vehicle-code/veh-sect-28160/>; Findlaw.com, August 13, 2024

**An act to amend Section 49406 of, and to add Article 5 (commencing with Section 39875) to Chapter 1 of Part 23.5 of Division 3 of Title 2 of, the Education Code, relating to pupil transportation.**

**SECTION 1.**

(a) The Legislature finds and declares all of the following:

- (1) School bus drivers provide an important service to our pupils and their families. They ensure the safe transportation of pupils between home and school.
  - (2) School bus drivers and school buses are heavily regulated by the State Department of Education, the Department of Motor Vehicles, and the Department of the California Highway Patrol.
  - (3) In recent years, some local educational agencies have entered into multiyear and multimillion dollar contracts with app-based companies, also known as transportation network companies, to perform home-to-school transportation and other pupil transportation.
  - (4) The Public Utilities Commission licenses and regulates transportation network companies. Transportation network companies provide prearranged transportation services for compensation using an online platform or smartphone application to connect drivers using their personal vehicles with passengers.
  - (5) The Public Utilities Commission does not regulate transportation network companies when the transportation of pupils is due to or based on a contract entered into with the governing board of a school district pursuant to the Education Code.
  - (6) Due to this unregulated space, transportation network companies and their drivers neither fall under the rules and regulations of the Public Utilities Commission, the State Department of Education, the Department of Motor Vehicles, nor the Department of the California Highway Patrol when performing the job and duties that, until recently, have only been performed by school bus drivers.
- (b) For the health and safety of pupils and the public, it is the intent of the Legislature that there is parity in law that applies equally to all drivers, regardless of employer and employment status, who are compensated to transport pupils.

**SEC. 2.**

**Article 5 (commencing with Section 39875) is added to Chapter 1 of Part 23.5 of Division 3 of Title 2 of the Education Code, to read:**

**Article 5. Compensated Driver Requirements  
39875.**

- (a) Except as provided pursuant to subdivisions (b) to (g), inclusive, this article shall apply to all drivers employed by a local educational agency, contracted by a local educational agency, or contracted by any entity with funding from a local educational agency, providing school-related pupil transportation for compensation.
- (b) Nothing in this article shall be construed to apply to a driver employed by any of the following:
- (1) A municipally owned transit system offering supplementary service.
  - (2) A congregate care facility licensed by the State Department of Social Services.
  - (3) A county human services agency.
  - (4) An entity, excluding entities with a primary purpose of providing transportation services, serving pupils experiencing homelessness that is coordinated with the homeless continuum of care in counties that have one or otherwise designated to serve children who are homeless by a county without a continuum of care.
  - (5) A county probation agency.
  - (6) Another government agency, other than a local educational agency.
  - (7) A foster family agency, as defined in paragraph (4) of subdivision (a) of Section 1502 of the Health and Safety Code.
  - (8) A tribal authority.
- (c) Nothing in this article shall be construed to apply to any of the following persons who are compensated to drive a pupil:
- (1) A parent or relative as defined in paragraph (2) of subdivision (c) of Section 361.3 of the Welfare and Institutions Code, or a nonrelative extended family member as defined in Section 362.7 of the Welfare and Institutions Code.
  - (2) A guardian.
  - (3) A caregiver given temporary or permanent custody of the pupil by a court, child welfare agency, tribal authority, or county probation department.
  - (4) A court-appointed educational rights holder.
  - (5) A court-appointed special advocate.

(6) A pupil who drives themselves.

(d) If both of the following occur, nothing in this article shall be construed to apply to a school employee of a local educational agency when the employee provides transportation to pupils due to or because of the employee's supervision of pupils for a field trip, extracurricular activity, or athletic program, or when the employee provides transportation to pupils for other activities, not to exceed 40 hours of drive time per school year per employee:

(1) A local educational agency makes a reasonable effort to secure a driver who meets the requirements of this article.

(2) When a local educational agency is unable to secure a driver who meets the requirements of this article, the local educational agency informs the parent, guardian, or court-appointed educational rights holder of the pupil being transported that the driver transporting their pupil does not meet the requirements of this article, unless that notice will jeopardize a pupil's privacy rights.

(e) Nothing in this article shall be construed to apply to a driver who transports a pupil who must be immediately transported to a facility in the case of a medical or psychiatric emergency, or in the case of pupils who need to be transported immediately as the result of an emergency that arises as a result of a fire, flood, earthquake, or epidemic, or because of any order of any military officer of the United States or of the state to meet an emergency created by war, or because of an immediate threat to the physical safety of the pupil or pupils. The exemption pursuant to this subdivision involving an epidemic shall only apply to each epidemic for a period lasting no longer than one month.

(f) Nothing in this article shall be construed to apply to a driver who transports a pupil if the transportation is being provided through a Foster Youth Services Coordinating Program while a pupil's transportation plan is being finalized. The exemption pursuant to this subdivision shall apply for a period lasting no longer than one month after the first ride is provided to that pupil under this exemption.

(g) Nothing in this article shall be construed to apply to a driver during a trip for which they are authorized by the local educational agency to transport one or more pupils for a field trip when the destination is more than 200 miles from the transported pupil's California school campus.

### **39877.**

(a) A driver who provides transportation services for pupils in a vehicle with a maximum capacity of 10 or fewer persons, including the driver, shall:

(1) Hold a valid California driver's license for the appropriate class of vehicle.

(2) Be at least 18 years of age.

(3) Pass a criminal background check, including fingerprint clearance consistent with Section 45125 for employees and Section 45125.1 for all other compensated drivers.

(4) Have a satisfactory driving record that includes none of the following:

(A) Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.

(B) Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.

(C) Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.

(5) Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.

(6) Not have been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

(7) Provide their employer or the private entity contracting with the local educational agency a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.

(8) Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.

(9) (A) Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed doctor of chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.

(B) The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's

certificate of clearance to their employer or the private entity contracting with the local educational agency.

- (C) Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.
- (10) Submit and clear a tuberculosis risk assessment consistent with Section 49406.
- (11) Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.
- (12) Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:
- (A) Pre-trip vehicle inspections.
  - (B) Safe loading and unloading of passengers.
  - (C) Proper use of seatbelts and child safety restraints.
  - (D) Handling accidents, incidents, and emergency situations.
  - (E) Providing proper accommodations for pupils with disabilities.
  - (F) Defensive driving.
  - (G) Operations in inclement weather.
  - (H) Operations at night or under impaired visibility conditions.
- (13) Maintain a daily log sheet and complete the daily pre-trip inspection of the vehicle being driven that day, which shall include all of the following:
- (A) A check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day.
  - (B) A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.
  - (C) A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.
- (14) Complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.
- (b) For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, sport utility vehicles, and pickup trucks, shall be used for pupil transportation.
- (c) Nothing in this article shall limit any additional safety or training requirements that may be imposed by the Public Utilities Commission, a local educational agency, or any government agency.

### **39878.**

A driver who provides transportation services for pupils in a vehicle with a capacity of more than 10 persons, including the driver, shall:

- (a) Hold a valid California commercial driver's license for the appropriate class of vehicle, endorsed for passenger transportation pursuant to Section 15278 of the Vehicle Code.
- (b) Comply with paragraphs (2) to (14), inclusive, of subdivision (a) of Section 39877 if they are not already required to by law.
- (c) This article shall not reduce other legal requirements placed on any driver who provides transportation services for pupils in a vehicle with a capacity of more than 10 persons, including, but not limited to, a driver of a school bus or school pupil activity bus.

### **39879.**

(a) Any local educational agency contracting with a private entity to provide pupil transportation shall obtain from the private entity a written attestation to all of the following:

- (1) That it not have any applicable law violations at the time of applying for the contract.
  - (2) That it will maintain compliance with applicable laws for the duration of the contract.
  - (3) That only drivers who meet the requirements of paragraphs (1) to (14), inclusive, of subdivision (a) of Section 39877 work, or will work, under the contract between the private entity and local educational agency.
  - (4) That it has on file all the reports and documents required pursuant to paragraphs (1) to (14), inclusive, of subdivision (a) of Section 39877 for the duration of the contract, including, but not limited to, updated, revised, or modified reports and documents. These reports and documents shall be available for inspection by the local educational agency or any other state regulatory agency at any time.
- (b) A third party may report to the relevant local educational agency that the private entity the local educational agency contracted with has failed to provide a truthful attestation as required under subdivision (a) or has failed to maintain

compliance with the applicable laws required for the duration of the contract. The third party shall provide documentation to substantiate their allegation before the local educational agency considers it.

(c) Any vehicle used to provide pupil transportation for compensation by a local educational agency shall meet both of the following:

(1) Be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and set forth in D.13-09-045, before allowing the vehicle to be driven. This requirement does not apply to vehicles owned or contracted with a local educational agency already subject to a statutory inspection program.

(2) Be equipped with a first aid kit and a fire extinguisher.

**39880.**

(a) To the extent that the requirements of this article conflict with a contract entered into between a local educational agency and a private entity before January 1, 2024, this article shall not apply until the expiration or renewal of that contract.

(b) As used in this section, “local educational agency” means a school district, county office of education, charter school, entity providing services under a school transportation joint powers agreement, or regional occupational center or program.

**39881.**

As used in this article, the following definitions apply:

(a) “Applicable law” means applicable California laws within the Labor and Workforce Development Agency’s jurisdiction related to the misclassification of employees as independent contractors, including the failure to pay wages, imposing unlawful expenses on employees, failure to provide workers’ compensation insurance, and failure to remit payroll taxes as required under the Unemployment Insurance Code as well as laws protecting worker health and safety.

(b) “Applicable law violation” means a violation that has a final determination, order, judgment, or award issued against a private entity for engaging in illegal conduct related to applicable laws and that remains unabated or unsatisfied following the period during which an appeal may be made.

(c) “Congregate care facility” means a community care facility, intermediate care facility, skilled nursing facility, or a short-term residential therapeutic program.

(d) “Local educational agency” means a school district, county office of education, charter school, entity providing services under a school transportation joint powers agreement, or regional occupational center or program.

(e) “School-related pupil transportation” means home-to-school transportation, field trips, after school program-related transportation, preschool and childcare-related transportation, athletic program-related transportation, extracurricular school activity-related transportation, or any transportation of pupils to or from a school campus.

(f) “Municipally owned transit system” means a transit system owned by a city, or by a district created pursuant to Part 1 (commencing with Section 24501) of Division 10 of the Public Utilities Code.

(g) “Supplementary service” means additional service provided by a municipally owned transit system for the purpose of ensuring the regular transit service is not impacted by large loads associated with pupil passengers traveling to or from school sites around school bell times.

**39882.**

(a) Except as provided pursuant to subdivision (b), this article shall become operative on July 1, 2025.

(b) Section 39880 shall become operative on January 1, 2024.

**SEC. 3.**

**Section 49406 of the Education Code is amended to read:**

**49406.**

(a) (1) (A) Except as provided in subdivision (j), a person shall not be initially employed by a school district, or employed under contract, in a certificated or classified position unless the person has submitted to a tuberculosis risk assessment within the past 60 days, and, if tuberculosis risk factors are identified, has been examined to determine that the person is free of infectious tuberculosis by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, a physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, or a nurse practitioner practicing in compliance with Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code. If no risk factors are identified, an examination is not required. A person who is subject to the

requirements of this subdivision may submit to an examination that complies with subparagraph (B) instead of submitting to a tuberculosis risk assessment.

(B) The examination required by this subdivision shall consist of either an approved intradermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Disease Control and Prevention (CDC) and licensed by the federal Food and Drug Administration (FDA). If the test is positive, the test shall be followed by an X-ray of the lungs in accordance with subdivision (f) of Section 120115 of the Health and Safety Code.

(2) The X-ray may be taken by a competent and qualified X-ray technician if the X-ray is subsequently interpreted by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code.

(3) The district superintendent of schools or their designee may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive test for tuberculosis infection be followed by an X-ray of the lungs.

(b) Thereafter, an employee who has no identified risk factors or who tests negative for the tuberculosis infection shall be required to undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the governing board of the school district upon recommendation of the local health officer. Once an employee has a documented positive test for tuberculosis infection conducted pursuant to this subdivision that has been followed by an X-ray, the tuberculosis risk assessment is no longer required. A referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

(c) After the tuberculosis risk assessment and, if indicated, the examination, the employee shall file with the district superintendent of schools a certificate from the examining physician and surgeon, physician assistant, or nurse practitioner showing the employee was examined and found free from infectious tuberculosis. The county board of education may require, by rule, that the certificates be filed in the office of the county superintendent of schools or maintained in the office of the county superintendent of schools if a majority of the governing boards of the school districts within the county petition the county board of education. A school district, or school districts with a common governing board, having an average daily attendance of 60,000 or more may elect to maintain the files for its employees in that school district.

(d) As used in this section, "certificate" means a certificate signed by the examining physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, a physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, or a nurse practitioner practicing in compliance with Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code, or a notice from a public health agency that indicates freedom from infectious tuberculosis. The latter, regardless of form, shall constitute evidence of compliance with this section.

(e) Nothing in this section shall prevent the governing board of a school district, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent physical examination than required by this section. The rule shall provide for reimbursement on the same basis as required in this section.

(f) The tuberculosis risk assessment and, if indicated, the examination is a condition of initial employment and the expense shall be borne by the applicant unless otherwise provided by rules of the governing board of the school district. However, the governing board of a school district may, if an applicant is accepted for employment, reimburse that person in a like manner prescribed in this section for employees.

(g) The governing board of a school district shall reimburse the employee for the cost, if any, of the tuberculosis risk assessment and the examination. The governing board of a school district may provide for the tuberculosis risk assessment and examination required by this section or may establish a reasonable fee for the examination that is reimbursable to employees of the school district complying with this section.

(h) At the discretion of the governing board of a school district, this section shall not apply to those employees not requiring certification qualifications who are employed for any period of time less than a school year whose functions do not require frequent or prolonged contact with pupils.

(i) If the governing board of a school district determines by resolution, after hearing, that the health of pupils in the school district would not be jeopardized, this section shall not apply to an employee of the school district who files an affidavit stating that the employee adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the employee's knowledge and belief, the employee is free from infectious tuberculosis. If at any time there is probable cause to believe that the affiant is afflicted with infectious tuberculosis, the employee may be excluded from service until the governing board of the school district is satisfied that the employee is not afflicted.

- (j) A person who transfers employment from one school or school district to another school or school district shall be deemed to meet the requirements of subdivision (a) if that person can produce a certificate that shows the person was found to be free of infectious tuberculosis within 60 days of initial hire, or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious tuberculosis.
- (k) A person who transfers their employment from a private or parochial elementary school, secondary school, or nursery school to a school or school district subject to this section shall be deemed to meet the requirements of subdivision (a) if that person can produce a certificate as provided for in Section 121525 of the Health and Safety Code that shows that they were found to be free of infectious tuberculosis within 60 days of initial hire, or if the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious tuberculosis.
- (l) (1) A governing board, county superintendent of schools, or governing body of a charter school providing for the transportation of pupils under contract authorized by Section 39800, 39801, or any other provision of law shall require as a condition of the contract the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire, as provided by subdivision (a), of all drivers transporting pupils for compensation.
- (2) At the discretion of the governing board, county superintendent of schools, or governing body of a charter school, paragraph (1) shall not apply to a private contracted driver who transports pupils infrequently and without prolonged contact with the pupils before July 1, 2025.
- (m) A volunteer in a school shall also be required to have on file with the school a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the governing board of a school district, this section shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
- (n) The State Department of Public Health, in consultation with the California Tuberculosis Controllers Association, shall develop a risk assessment questionnaire, to be used to conduct tuberculosis risk assessments pursuant to this section. The risk assessment questionnaire shall be administered by a health care provider, which shall be specified on the questionnaire. This risk assessment questionnaire shall be exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

**SEC. 4.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

*State Bill 88,*

[https://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill\\_id=202320240SB88&showamends=false;](https://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=202320240SB88&showamends=false)

*California Legislative Information, August 13, 2024*