INSTRUCTIONS TO BIDDERS

The Silicon Valley Joint Powers Transportation Agency ("JPA") is seeking bids for single-rider student transportation services. The six (6) member districts of the JPA are Fremont Union High School District, Los Altos School District, Mountain View-Los Altos Union High School District, Mountain View-Whisman School District, Santa Clara Unified School District, and Sunnyvale School District.

Contractor shall provide single-rider student transportation services on an as-needed basis including, without limitation, general and special education transportation to and from home for all bell schedules, including for ambulatory and non-ambulatory students with physical, mental, or emotional disabilities, and for field trips or other destinations as required ("Services"). Contractor will provide the Services using passenger vehicles for nine (9) passengers or less, not school buses. Grouping of students may be allowed at JPA's discretion.

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

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

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

Single-Rider Student Transportation Services Bid
Bid No. 25-26-01

2. JPA will receive sealed bids from bidders as stipulated in the Notice to Bidders.

3. Bidders must submit bids on the Bid Form and Proposal and all other required JPA forms. Bids not submitted on the JPA's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. JPA reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

    a. Bid Bond on the JPA's form or other security
    b. Bidder Information Form
    c. Bidder's Statement Regarding Insurance Coverage
    d. Non-Collusion Declaration

5. Bidders must submit with the Bid Form and Proposal either cash, a cashier's check or a certified check payable to JPA, or a bid bond by an admitted surety insurer of not less than One Thousand Dollars ($1,000). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by JPA. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. If a Bidder to whom a Contract is awarded fails or neglects to enter into Contract and submit required bond, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, JPA may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by JPA as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of JPA. It is agreed that calculation of damages JPA may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. Bids shall be clearly written without erasure or deletions. JPA reserves the right to reject any Bid containing erasures or deletions.

8. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the JPA a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other JPA-provided document.

9. Submission of a Bid signifies careful examination of Bid Documents and complete understanding of the nature, extent, and location of services to be performed. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required services, investigation, research, and analysis. Bid prices must include the entire cost of all services "incidental" to completion of the Contract.

10. All questions about the meaning or intent of the Bid Documents, including but not limited to the Agreement, are to be directed in writing to Rick Magana, Manager of Business Services, Fremont Union High School District, rick_magana@fuhsd.org, on behalf of the JPA by October 03, 2025. Interpretations or clarifications considered necessary by the JPA in response to such questions will be posted on the Fremont Union High School District website at https://www.fuhsd.org/departments/business-services by October 17, 2025. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the JPA. Any Addenda will be posted on the Fremont Union High School District website at https://www.fuhsd.org/departments/business-services.

12. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the JPA.

13. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered

14. All bids must be sealed, and marked with the name and address of the Bidder and the Bid number and time of bid opening. Bids will be received as indicated in the Notice to Bidders.

a. Mark envelopes with the name of the Contract (Single-Rider Student Transportation Services Bid No. 25-26-01).

b. Bids must be submitted to Fremont Union High School District, District Office, 589 W. Fremont Ave, Sunnyvale, CA 94087, by date and time shown in the Notice to Bidders.

c. Bids must contain all documents as required herein.

15. Bids will be opened at or after the time indicated for receipt of bids.

16. Pursuant to Education Code section 39802, the JPA seeks to procure the service at the lowest possible figure consistent with proper and satisfactory service. The JPA may award the Contract or Contracts to other than the lowest bidder. The JPA also reserves the right, at its sole discretion, to award multiple Contracts for services on an as-needed basis to multiple, different bidders.

17. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles the JPA to reject the bid as non-responsive.

a. Agreement: To be executed by successful Bidder.

b. Insurance Certificates and Endorsements as required.

c. Workers' Compensation Certification.

d. Fingerprinting/Criminal Background Investigation Certification.

e. Drug-Free Workplace Certification.

f. COVID-19 Vaccination/Testing Certification.

g. Performance Bond.

18. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the JPA, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

19. JPA reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if the JPA believes that it would not be in the best interest of the JPA to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the JPA. JPA also reserves the right to waive inconsequential deviations. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some items and/or enhanced prices for other items.

20. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

21. Prior to the award of Contract, the JPA reserves the right to consider the responsibility of the Bidder. JPA may conduct investigations as the JPA deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders and other persons and organizations to perform and furnish the services in accordance with the contract documents to the JPA's satisfaction within the prescribed time.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of Silicon Valley Joint Powers Transportation Agency ("JPA")

From: _____

(Proper Name of Bidder)

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

Single-Rider Student Transportation Services Bid
Bid No. 25-26-01

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

Passenger Vehicle –	**2025/26 School Year**	**Annual Percentage Increase**
Trip Fee – Includes_____ Miles	$ _____	_____ %
Per Mile Fee over_____ Miles	$ _____	_____ %
Late Cancel/No Show Charge*	$ _____	_____ %

*For cancellations with less than 2 hours notice.

Additional Fees (As needed) **See AGREEMENT FOR STUDENT TRANSPORTATION SERVICES #6**	**2025/26 School Year**	**Annual Percentage Increase**
	$ _____	_____ %
	$ _____	_____ %
	$ _____	_____ %
	$ _____	_____ %
	$ _____	_____ %

	$ _____	_____ %

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands the scope of Services required in this Proposal and agrees that its Proposal, if accepted by the JPA, will be the basis for the Bidder to enter into a Contract with the JPA in accordance with the intent of the Contract Documents.
2. The undersigned is able to and, if selected by JPA will agree to, commence Services under the Contract on the date established in the Contract Documents.
3. The undersigned has notified the JPA in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the JPA before the bid date to verify the issuance of any clarifying Addenda.
4. The following documents are attached hereto:
   - Bid Bond on the JPA's form or other security
   - Bidder Information Form
   - Bidder's Statement Regarding Insurance Coverage
   - Non-Collusion Declaration
5. Receipt and acceptance of the following addenda is hereby acknowledged:

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

6. Bidder represents that it is properly licensed to do business in the State of California and to perform the Services to be performed.
7. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Services to be performed.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, § 12650 et seq.), the JPA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
9. Bidder acknowledges and agrees that the JPA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

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

Dated this _____ day of _____ 20

Name of Bidder _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

E-mail _____ Web page _____

END OF DOCUMENT

BIDDER INFORMATION AND FORMS

Please attach additional signed sheets when needed to answer fully or to clarify a response.

A. BIDDER'S INFORMATION

Firm name: _____

Address: _____

_____

Telephone: _____

Fax: _____

Mobile Telephone: _____

Email: _____

By: _____ Date:

(Name of individual completing statement)

B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1. For Firms that Are Corporations:

   a. Date incorporated: _____
   b. Under the laws of what state: _____
   c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Name	Position	Years with Co.	% Ownership

2. For Firms that Are Partnerships:

   a. Date of formation: _____
   b. Under the laws of what state: _____
   c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

3. For Firms that Are Sole Proprietorships:

   a. Date of commencement of business: _____

4. For Firms that Intend to Bid as a Joint Venture:

   a. Date of commencement of joint venture: _____
   b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects.

Name of Firm	% of Ownership of Joint Venture

C. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

1. How long have you been engaged in the student transportation business under your present business name? _____

2. Are you currently providing, or have you provided, transportation services for special education students?

   ☐ Yes ☐ No

   If "yes," how many years? _____

3. Have you contracted to provide special education student transportation for any school district or County Office of Education in the State of California?

   ☐ Yes ☐ No

   If "yes," please provide the following:

   a. Name and location of the school district/County Office of Education ___
   _____

   b. Name and phone number of a contact person _____
   _____

   c. Number of students transported daily _____

   d. Number of vehicles in operation daily _____

   e. Beginning and end dates of contract _____

   f. Was/were the contract(s) cancelled or terminated for any reason? Why?
   _____

MANAGEMENT AND ADVISORY PERSONNEL

4. Please provide the name and title of the company executives.

5. Provide the name, title, tenure with the firm, related experience, and brief description of responsibilities for Management Personnel.

6. Provide the name, title, tenure with your firm, related experience, and brief description of responsibilities for personnel who would be directly involved with the daily operations of this Agreement.

DRIVERS

7. State the number of drivers now in your regular employment: _____

8. Describe the procedures used in your driver selection process, including recruitment, checking references, and driver testing.

9. Describe your driver training program.

10. Describe your safety program for drivers, including number of annual safety meetings, name/title/experience of person(s) responsible, accident rate for preventable and non-preventable accidents per thousand miles of operations.

11. Have any of your drivers been involved in accidents involving injuries or death in the last 5 years?

☐ Yes ☐ No

If "yes," please explain.

VEHICLE INFORMATION

12. Describe the types of vehicles that will be provided, including the make, model, type, and year of manufacture.

13. Describe your program and schedule for preventative maintenance and repair of vehicles, including location of maintenance facilities, name/title/experience of personnel responsible for management of the facilities, method of evaluating road failures or vehicle breakdowns and procedures to reduce repetitive failures, and name/title/experience of personnel who will service and repair the vehicles.

14. Have any of your vehicles been involved in accidents involving injuries or death in the last 5 years?

☐ Yes ☐ No

If "yes," please explain.

LICENSES

15. Please provide the following information:

a. Name of license holder exactly as on file: _____

_____

b. License classification(s): _____

c. License #: _____

d. Expiration Date: _____

16. Has any license held by your firm been suspended or revoked within the last 5 years?

☐ Yes ☐ No

If "yes," please explain.

DISPUTES

17. At any time in the last 5 years, has your firm, or any owners, officers or partners, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any contract with a public entity?

☐ Yes ☐ No

If "yes," please explain, including the name of the person who was associated with that company, the year of the event, owner, owner's address and basis for the action.

18. In the past 5 years, have any claims against your firm or by your firm against an owner been filed in court or arbitration concerning your firm's services?

☐ Yes ☐ No

If "yes," please explain, including the project name, court or arbitration case name and number, and a brief description of the status of the claim.

CRIMINAL MATTERS AND RELATED CIVIL SUITS

19. Has your firm or any of its owners, partners or officers ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," please explain, identifying who was involved, name of the public agency, date of the investigation and grounds for the filing.

D. ACCIDENT HISTORY

Will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three (3) years?

☐ Yes ☐ No

If "yes," please provide the name, address, coverage, and contact person (name, address and telephone number) of your insurance carrier(s).

E. ALCOHOL & DRUG POLICY

Please provide a copy of your company's policy regarding the use by employees of alcohol and illegal drugs.

F. PROJECT REFERENCES

Please include at least three (3) of your company's most recent student transportation contracts with California K-12 public schools using the form attached as Exhibit A.

G. FINANCIAL INFORMATION

Bidder must submit a reviewed or audited financial statement with accompanying notes and supplemental information for the past two (2) full fiscal years. A letter verifying availability

of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required audited or certified financial statement.

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date:

_____

Proper Name of Bidder:

_____

_____

Signature by an officer of the Bidder: _____

By:

_____

(Print Name)

Title: _____

EXHIBIT A

Reference #_____:

a. District Name: _____

b. Contact Name and Title: _____

_____

c. Contact address: _____

_____

d. Contact telephone no.: _____

e. Contact email address: _____

f. Scope of Work: _____

_____

g. Dates of contract: _____

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ _____

Name

SILICON VALLEY JOINT POWERS TRANSPORTATION AGENCY

SCHOOL DISTRICT REFERENCES

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____, as Principal ("Principal"),

and _____

_____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Silicon Valley Joint Powers Transportation Agency ("JPA") of Santa Clara County, State of California, as Obligee ("Obligee"), in the sum of **One Thousand Dollars ($1,000.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the JPA for all Services specifically described in the accompanying bid for Single-Rider Student Transportation Services Bid No. 22-23-01 ("Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the JPA's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the services to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the JPA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____ day of _____, 20___.

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

The undersigned does hereby certify to the Silicon Valley Joint Powers Transportation Agency ("JPA") that Bidder has reviewed and understands all insurance requirements specified in the Agreement for Student Transportation Services. Should the Bidder enter into a contract with the JPA for the transportation of pupils, the undersigned further certifies that Bidder can meet the specified requirements for insurance, including, without limitation, an endorsement stating that the JPA and its member districts, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employer's Liability Insurance, an endorsement stating that Bidder's insurance policies shall be primary to any insurance or self-insurance maintained by the JPA or any of its member districts, and an endorsement stating that there shall be a waiver of any subrogation.

Date: _____

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SB88 ATTESTATION

The undersigned does hereby certify to the Silicon Valley Joint Powers Transportation Agency ("JPA") that Bidder has reviewed and understands all requirements of SB88 and attests to the following:

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.

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

at _____ [City], _____ [State].

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES

This Agreement for Student Transportation Services ("Agreement") is made and entered into this as of the _ day of _____, 2025, by and between the Silicon Valley Joint Powers Transportation Agency ("JPA") and ___ _____ ("Contractor") (collectively, "Parties").

1. **Scope of Services.** Contractor shall provide single-rider student transportation services on an as-needed basis including, without limitation, general and special education transportation to and from home for all bell schedules, including for ambulatory and non-ambulatory students with physical, mental, or emotional disabilities, and for field trips or other destinations as required, as further described in **Exhibit A**, attached hereto and incorporated herein ("Services"). Contractor will provide the Services using passenger vehicles for nine (9) passengers or less, not school buses. Grouping of students may be allowed at JPA's discretion.

2. **Term.** The term of Service under this Agreement shall commence on 01/01/2026 and shall continue through 6/30/2029, at which point the Agreement shall terminate unless renewed subject to the terms of this Agreement. JPA may, at its option, renew the Agreement for a fourth (4th) year by providing written notice to Contractor at least thirty (30) days prior to the expiration of the initial term, and may, at its option, then renew the Agreement for a fifth (5th) year by providing written notice to Contractor at least thirty (30) days prior to the expiration of the renewal term, after which the Agreement shall terminate.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_X_ Notice to Bidders
_X_ Instructions to Bidders
_X_ Bid Form and Proposal
_X_ Bid Bond
_X_ Bidder Information and Form
_X_ Bidder's Statement Regarding Insurance Coverage
_X_ Non-Collusion Declaration
_X_ Workers' Compensation Certification
_X_ Criminal Background Investigation / Fingerprinting Certification
_X_ Drug Free Workplace Certification
_X_ COVID-19 Vaccination/Testing Status Certification
_X_ Insurance Certificates and Endorsements
_X_ Performance Bond
_X_ Exhibit A (Scope of Services)
_X_ Exhibit B (Liquidated Damages Schedule)

4. **Compensation.** JPA agrees to pay Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth at **Exhibit B**. JPA shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement.

5. **Payment.** Payment shall be made of all undisputed amounts in installment payments within thirty (30) days after Contractor submits the "Monthly Schedule Billing Summary" to JPA for services actually performed. The form of monthly summary will be prepared jointly between JPA and Contractor.

5.1. JPA has the right to withhold payment when, in the sole opinion of JPA, the following has occurred and has not been cured within seven (7) days of written notification:

5.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

5.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

6. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment (such as buckle guards, vests, harnesses, car seats, booster seats and cameras, if available) supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Schedule Changes**. JPA reserves the right to increase or decrease the number of school days, change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required. JPA will endeavor to notify Contractor of schedule changes, including school closures, as soon as possible prior to the impacted route/schedule.

8. **Liquidated Damages**. Contractor agrees that if the Services are not timely provided as specified herein it is understood, acknowledged, and agreed that JPA will suffer damage which is not capable of being calculated. Contractor shall pay to JPA, as fixed and liquidated damages for these incalculable damages, the amounts as set forth in Exhibit B. If the liquidated damages are not paid, JPA may, in addition to its other remedies, deduct the same from any money due or to become due to Contractor under this Agreement. In the event that the Agreement is terminated due to Contractor's default, any damages resulting from said default may be recovered in addition thereto.

9. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of JPA in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of JPA's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of JPA, and are not entitled to benefits of any kind or nature normally provided employees of JPA and/or to which JPA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to JPA the following:

□ Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide JPA with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.

□ Contractor is <u>not</u> a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes JPA to withhold from all

payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

10. **Subcontracting.** Contractor may use subcontractors and/or third-party partners ("subcontractors") for the performance of this Agreement; however, in so doing, Contractor shall remain responsible for the overall performance of this Agreement. In subcontracting, Contractor shall not thereby be relieved from any liability or obligation under this Agreement and, as between JPA and Contractor, Contractor shall be responsible for the acts, defaults, and omissions of any of Contractor's subcontractors or such subcontractors' agents or employees as fully as if they were the acts, defaults, or omissions of Contractor. Contractor shall ensure that its subcontractors comply with all of the terms of this Agreement insofar as they apply to the subcontracted portion of the Agreement. All references herein to duties and obligations of Contractor shall be deemed to pertain also to all Contractor's subcontractors to the extent applicable to the subcontracted portion of the Agreement. Upon request, Contractor shall provide to JPA a list of all subcontractors. In no event shall Contractor subcontract or delegate the majority of, or the whole of, this Agreement without the prior written consent of JPA. Nothing contained in this Section shall create any contractual relationship between any of Contractor's subcontractors and JPA. No Party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other Party to this Agreement, and violation of this provision shall confer no rights on any Party and shall be void.

11. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

12. **Performance of Services**.

12.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of JPA. Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

12.2. **Meetings**. Contractor and JPA agree to participate in regular meetings on at least a quarterly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

12.3. **JPA Approval**. The Services completed herein must meet the approval of JPA and shall be subject to JPA's general right of inspection and supervision to secure the satisfactory completion thereof.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from JPA and its member districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Emergency Plan**. Subsequent to the award of this Agreement, Contractor and JPA shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs associated with such emergencies may be submitted by Contractor with documentation as an additional expense.

15. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

16. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit JPA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that JPA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of JPA and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of JPA and its member districts.

19. **Anti-Discrimination.** It is the policy of JPA that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

20. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

JPA

Silicon Valley Joint Powers Transportation Agency

ATTN: _____
589 W. Fremont Ave. Sunnyvale, CA 94087

Contractor

Name: _____

ATTN:
_____
[ADDRESS]

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless JPA, its member districts, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. JPA shall have the right to accept or reject any legal representation that Contractor proposes to defend JPA.

23. **Insurance.** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to JPA which will protect Contractor and JPA from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

23.1. General Liability: Five million dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

23.2. Automobile Liability: Five million dollars ($5,000,000) per accident for bodily injury (five million dollars ($5,000,000) per person) and one million dollars ($1,000,000) for property damage.

23.3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of one million dollars ($1,000,000) per accident for bodily injury or disease.

23.4. There shall be no separate sub-limits lower than One million dollars ($1,000,000) for sexual misconduct or molestation related claims. If the policy contains such sub-limits, Contractor shall provide a separate policy with minimum limits of One million dollars ($1,000,000) covering such exposures.

23.5. Each policy of insurance required above shall name JPA and its member school districts, and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by JPA or their member school districts is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to JPA prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify JPA in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to JPA certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, JPA may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse JPA upon demand for cost thereof.

24. **Performance Bond.** Contractor shall not commence Services until it has provided to JPA, in a form acceptable to JPA, a Performance Bond, in an amount equivalent to one hundred percent (100%) of the estimated annual Contract value, which is _____ Dollars ($_____), issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to JPA.

25. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, flood, war, terrorism, epidemic, pandemic, governmental/executive order, quarantine, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to JPA, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

26. **Termination.**

26.1. Termination for Cause. Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should JPA determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then JPA shall have the right to terminate this Agreement by providing written notice of termination to Contractor. Written notice by JPA shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. Contractor and its performance bond surety, if any, shall be liable for all damages caused to JPA by reason of Contractor's failure to perform and complete the Agreement.

26.2. Termination for Convenience. JPA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination with not less than thirty (30) days written notice. Written notice by JPA shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when

received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner. The foregoing

provisions are in addition to and not a limitation of any other rights or remedies available to JPA

27. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against JPA. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

28. **Other Contracts.** JPA retains the right to contract separately with other vendors for transportation services.

29. **Limitation of JPA Liability**. JPA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

30. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of JPA.

31. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

32. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

33. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

35. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

39. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

40. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the governing board of JPA.

41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Dated: _____, 202_

Silicon Valley Joint Powers Transportation Agency

By:_____

Print Name:_____

Print Title:_____

Dated: _____, 202_

[Contractor]

By:

_____

Print Name:

_____

Print Title:

_____

EXHIBIT A

Scope of Services

1. **SCOPE OF SERVICES**: Contractor shall provide single-rider student transportation services on an as-needed basis including, without limitation, general and special education transportation to and from home for all bell schedules, including for ambulatory and non-ambulatory students with physical, mental, or emotional disabilities, and for field trips or other destinations as required. Contractor will provide the Services using passenger vehicles for nine (9) passengers or less, not school buses. Grouping of students may be allowed at JPA's discretion.

2. **INFORMATION FOR STATE REPORTS**: Contractor will supply JPA with information to enable JPA to apply to the California Department of Education for reimbursement for student transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the California Department of Education from time to time shall be a part of this Agreement. Contractor further agrees to submit the following information to JPA on the form(s) provided by JPA:

    2.1. A monthly report if requested by JPA showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for specified days.

        2.1.1. Summary of type of student transported, i.e. special education, indicating type of handicap for special education students.

        2.1.2. Number of vehicles used to transport the students.

        2.1.3. Number of days transported.

        2.1.4. Total home to school miles and other miles, i.e. field trips, accounted for separately.

    2.2. An annual report showing the average number of students transported.

    2.3. Other relevant information as may be requested.

3. **SERVICE REQUIREMENTS**:

    3.1. **Routing and Scheduling**:

        3.1.1. JPA shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in JPA's opinion, such changes would result in increased vehicle and seat utilization or better service to students or schools. If changes are required, Contractor will be given at least one week prior written notice. Contractor will cooperate closely to implement required changes as quickly and smoothly as possible.

        3.1.2. The written approval of JPA is required for the addition of any vehicles to the Agreement or to any vehicle modification which will result in any increase in overall charges to JPA.

3.1.3. Maximum ride times are ninety minutes, with exceptions approved by JPA.

3.1.4. Implementation of routing and scheduling changes shall occur within five working days.

3.2. **Route Schedules**: Special education students shall not be picked up more than ninety minutes prior to the start of their classes without prior approval from JPA. No special education student shall be required to ride or be in transit between home and school for more than ninety minutes, except upon approval by JPA. Students may arrive at their assigned schools no later than ten minutes prior to the start of their classes and must be picked up within ten minutes after the close of their classes.

Children are not to be transferred to another vehicle going to or coming from school, except in case of emergency or breakdown, or unless the schedule calls for such transfer on school property.

Contractor will provide a direct phone line and email capability to their dispatch/scheduling office to be used by JPA for the purpose of communicating with the dispatcher/scheduler concerning scheduling changes, emergencies, resolving complaints, problems, etc.

3.3. **Unsatisfactory Service:** JPA may provide Contractor with a written notice of unsatisfactory service on any route or schedule. Contractor shall investigate and reply to JPA within twenty-four (24) hours. Depending on the severity of issue, route adjustment to staffing and/or equipment will occur within an JPA approved time.

4. EQUIPMENT REQUIREMENTS

4.1. **Inspection and Maintenance of Vehicles, Terminals, and Driver In-Service**: Contractor shall keep and maintain all vehicles in good operating and running condition, and in a clean and satisfactory condition, and in order to ensure the same, Contractor will make the vehicles available in Contractor's garage for inspection by JPA. JPA may inspect vehicles, terminals, and attend a driver in-service to ensure that all are maintained in a satisfactory condition.

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

4.3. **Required Modification of Equipment**: Any installation or modification of equipment required by a change in law or regulation shall be made by Contractor at Contractor's expense.

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

4.5. **Car Seats and Seat Belts**: All students transported will be required to use seat belts. Contractor will provide the required wheelchair tie-downs, car seats, seat belts, harnesses and vests based on age and condition of the passengers as specified in the IEP, for their comfort, medical needs, and safety at the Contractor's expense.

4.6. **Transportation of Medication**: Contractor will transport medication to accompany the student and convey the medication to the designated responsible person.

4.7. **Air Conditioning**: Vehicles with air conditioning must be provided for all JPA routes.

4.8. Cameras: Vehicles equipped with cameras, will have an interior view of all seated riders which will be monitored and controlled only by the Contractor, not the driver.

4.9. **Replacement Availability:** Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle becomes disabled unless traffic or weather cause a delay.

5. **DRIVERS' QUALIFICATIONS**: Contractor shall provide drivers who are trained and licensed in accordance with the California laws, rules, and regulations and experienced with the regulations, handling, and supervision of special education students. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.

    5.1. Contractor shall follow mandated drug testing requirements for employees.

    5.2. Pursuant to Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with JPA pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if directed by the governing board of JPA upon recommendation of the local health officer.

    5.3. Drivers shall be required to check in with Contractor for messages every time they begin their route (AM, PM, and/or Mid).

    5.4. A driver shall contact dispatcher immediately upon determination that the route shall be in excess of ten minutes late in picking up or delivering a student. Dispatcher shall immediately notify parents/guardians, JPA, and school.

    5.5. Following California Department of Education guidelines, Contractor shall employ at least one full-time trainer and safety instructor who will also personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency. Driver records shall be made available for review by JPA upon request.

    5.6. The responsibility for hiring and discharging personnel shall rest entirely upon Contractor. Contractor further agrees that JPA shall have the right to require removal from service any person or driver who, in the opinion of JPA, is not qualified to operate a vehicle for service to the operating and safety standards required by JPA.

5.7. Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group, organization, JPA or JPA which will in any way interfere with Contractor's ability to comply to the full extent of the contract with JPA and the requirements contained therein.

5.8. Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.

6. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** Contractor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigation of its employees. Contractor shall not commence Services under this Agreement nor permit any contact with JPA member district pupils or be present on any school site until such time as Contractor has completed and submitted the Fingerprinting/Criminal Background Investigation Certification. Contractor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by JPA member districts and/or acting as an independent contractor. Verification of compliance with this section shall be provided in writing to JPA prior to the commencement of the agreed services and prior to contact with students.

10. **MANDATED REPORTER TRAINING**: In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, Contractor, its, employees, intern, volunteers, subcontractors, agents and representatives who will or may have access to students through this Agreement shall complete mandated reporter training provided by California Department of Social Services (CDSS). Pursuant to this Agreement, Contractor and its employees, agents, interns or volunteers working with or around students shall be identified as a mandated reporter and must complete an CDSS mandated reporter acknowledgement form and CDSS mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

11. VEHICLE AIDES: Contractor shall employ and assign, at the request and approval of JPA, vehicle aides or attendants for students who require aides because of the nature and/or severity of their handicapping condition. The applicable school district of residence or county office of education may employ and assign, at the request of the JPA, vehicle aides or attendants for students when an aide is required on a student's IEP. JPA shall notify contractor is vehicle aides or attendants will be riding with a student. If a vehicle aide or attendant is required on a student's IEP, the student cannot be transported without the aide

12. **DRY-RUNS**: Dry-runs will be conducted for all routes prior to the beginning of a new school year and/or summer session. Parents will be notified of approximate student pickup and drop-off times in writing prior to the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for JPA. The drivers' orientation shall include, but will not be limited to, student management, relationships with the school and the general public, discipline on the vehicle, and other pertinent information. The cost of said

dry-runs and driver orientation shall be borne by Contractor.

13. **PERSONAL ITEMS**: Use of personal electronic devices for personal use is prohibited during "on duty" time. Transportation service is never to be interrupted or delayed by drivers handling personal business.

14. **SAFETY PROGRAM**: Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel

as it relates to the safety of students transported for JPA. Contractor is to provide for an annual Emergency Exit Drill for each student transported. Records of these drills shall be maintained as a permanent record and may be reviewed by JPA.

15. **TRANSPORTATION SAFETY PLAN**: Contractor shall provide a copy of its Transportation Safety Plan upon request.

16. STUDENT BEHAVIOR: Contractor shall recognize its responsibility to JPA for the maintenance of proper student behavior as an inherent factor to the safety of all persons aboard a route. The driver is to report to Contractor any incident as soon as possible. The Contractor will report to the JPA through the JPA's Incident Report process. The following guidelines (among others) shall be of assistance to drivers employed by Contractor in determining procedures to be followed in maintaining acceptable student behavior.

16.1. All drivers have responsibility for maintaining proper behavior on their vehicle.

16.2. Student behavior problems that occur in the vehicle will be referred to the receiving school administrator by means of a written citation defining the problem behavior. A copy of the citation shall be given to the parent/guardian of the student and a copy shall be given to the administrator.

16.3. The school personnel will counsel with the student and the parent to resolve the behavior problem. Any disciplinary action to be taken regarding the student shall be determined by the administrator.

16.4. The driver is not authorized to remove students from the vehicle. In serious circumstances when a student is endangering the safety of others, an offender may be ejected at the school site immediately into the custody of an administrator. If such action is taken, the driver must notify the dispatcher, who will notify JPA immediately.

17. **MINIMUM STAFFING BY CONTRACTOR**: To ensure to JPA responsible service for transportation activities, Contractor may employ and maintain a local management group qualified to perform assigned duties. Such assignments may include, but not be limited to a manger responsible for overall responsibilities for the operation, a staff person assigned for safety and training, a director of operations, and a dispatching staff. Nothing in this section would prohibit the holding of more than one position by any person.

17.1. Vehicle maintenance shall be directed by a person experienced in the mechanical repairs field. Mechanical staff to be fully qualified and certified to perform maintenance service on vehicles as provided under California laws now applicable and those laws subsequently enacted in this respect. All personnel assigned to perform under this Agreement shall be subject to continuous

approval by JPA and by Contractor.

18. **TERMINAL/OFFICE STAFFING:** Contractor's terminal must be open and operated by office staff from 6:00 AM or by the start time of the first route out in the morning. The terminal must be open until the last driver has called into the terminal that the route is over for the day. Contractor will designate one person for 24/7 contact by cell phone for emergencies.

19. **RECORDS AND ACCIDENT REPORTS**: Contractor shall be required to provide those reports and records deemed necessary by JPA for proper knowledge of, and evaluation of, the transportation services provided to JPA. Contractor shall make all necessary reports to law enforcement, CHP and to JPA. Contractor will follow up with copies of all accident reports to JPA within twenty-four hours of the accident.

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

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

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

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

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

23. **JPA/CONTRACTOR COOPERATION**: Contractor shall schedule all routes in keeping with the safety of the students. Contractor shall cooperate with JPA in maintaining a good public relations program. JPA and Contractor will establish the following guidelines for contact and cooperation:

23.1. Establish a directory of personnel in each organization to contact for every type of communication.

23.2. Establish procedures for all communications to be confirmed in writing by both Parties.

23.3. Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise to settle them as quickly and as close to the source of the problem as possible.

23.4. Establish procedures for dealing with disputes involving routes, schedules, student conduct, public relations, and other operational problems that may arise.

23.5. Establish a direct telephone line between JPA and Contractor.

23.6. Establish such other written guidelines which may be required to ensure effective communication and cooperation between the office of JPA and Contractor at all times.

23.7. JPA and Contractor agree to respond with the corrected action taken within two working days or as soon as practical as determined by the situation.

[END OF EXHIBIT A

EXHIBIT B

Liquidated Damages Schedule

JPA and Client agree that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to The Client through the failure of the CONTRACTOR to provide any of the services under the Contract. Therefore, a fixed sum shall be assessed, where applicable, as indicated below as liquidated damages, but not as a penalty, the amounts set out below. Damages will be documented on a The Client form and deducted from a subsequent invoice determined by The Client.

$250 - Liquidated Damages will be assessed each day for the following infractions:

- For each trip missed.
- When there is delay in scheduled times of sixty (60) minutes or more.
- If a student is on the vehicle for one and one-half hours (1 hour and 30 minutes) or more without authorization from JPA.
- Air conditioning system not functioning properly on equipment required to be equipped with air conditioning.
- Drivers are not fit to drive according to State, Client and Contractor requirements.
- For each day if a route change is not implemented within five (5) days of the receipt of the change notice
- Student left alone in vehicle because driver was unaware the student was still aboard
- Operating without an aide/monitor in the vehicle, when such aide/monitor is required.
- Failure to use IEP required equipment when transporting a student
- Unreported accident with student.

$50 - Liquidated Damages will be assessed each day for the following infractions:

- For each trip in which there is a delay in Scheduled times of fifteen (15) minutes up to fifty-nine (59) minutes for reasons other than traffic and weather.
- Failure by a driver, dispatcher, or other Contractor employee to immediately follow JPA's prescribed procedures regarding reporting breakdowns, accidents, late vehicles, missed trips

- A late vehicle because of refueling or which runs out of fuel on route.
- Early departure of a vehicle from a scheduled stop without the student
- More than three (3) consecutive days arriving at school at or after bell time on BSR without prompt notification to the Transportation Representative of the issues causing the delay.
- More than three (3) consecutive days arriving at school(s) more than 10 minutes before bell time on the BSR
- Departure from school, with student aboard, prior to the bell time on the BSR
- Driver following directions from a parent or teacher regarding address change, schedule change, or other change not on the BSR
- Failure by a driver, dispatcher, or other Contractor employee to report a student has been a no-show for (5) days in any (2) week period or is on hold

EXHIBIT C

Silicon Valley JPTA Single Rider Vendor Policies

Vendor Policies

JPA is responsible for hiring vendors to transport our students. The following policies and procedures are required. Any vendor that does not adhere to our policies and or procedures may have the vendor contract terminated by JPA.
All vehicles must be serviced according to a maintenance schedule established by the vendor.

Vendor Policy's for Single Riders

1. Vendor Office must call parents/guardians and alternate address providers before the start of service, notifying them of the drop off and pick up times. (This also applies to any changes)

2. Please do not wait more than 5 minutes at the students pick up address if the driver is on time and parked in the regular spot. (Even if parent/guardian asks)

3. No student shall be allowed off the vehicle alone at address or school. An adult (18 or over with photo ID) must accept the student. Some students are allowed to be released alone; those students are identified with a release form. The vendor will receive a protocol form outlining the approval of release alone from JPA. Vendor shall notify driver of approval.

4. Please route students to arrive at school no earlier than ten (10) minutes before assigned bell time. (This gives time for breakfast / toilet / etc.) Drivers must wait no more than TEN MINUTES at the school after the students assigned bell time. Driver shall call dispatch the student is a no show, and leave.

5. All drivers must wear a photo identification badge when transporting our students. (Please try to have the same driver if possible as these students work better with familiar faces)

6. Parent/guardian, school staff or students are NOT allowed to change the student's schedule. All changes must go through District of Residence/SCCOE and then JPA will notify the vendor.

7. Parent's request for changes should be directed to the JPA administrative staff for discussion and approval.

8. Driver shall notify dispatch if student comes out to the vehicle at a different time and dispatch shall call the school to inform staff of the situation.

9. Parent/Guardian or School staff may call to cancel or to inquire about a tardy pick up. Never cancel service if the student tells you. Only the Parent/Guardian or School staff can cancel services for the day. Never go back if parent/guardian or school calls or changes their mind about the cancellation.

10. If the Parent/Guardian calls you to pick up a SICK student at school and you send your vehicle you need to know that JPA will NOT approve. Vendor will submit the bill for that ride directly to parent/guardian, as JPA will not pay for it.

Accident Procedures for Vendor

In the Event of an Accident with Students on Board, Vendors are to follow these procedures:

1. The vendor will immediately call JPA.
2. Vendor will call appropriate law enforcement to the scene.
3. JPA will ask vendor if anyone is injured.
4. JPA will ask vendor if they have called parent/guardian and school site. (Vendor shall also call Cluster office if students belong to a SCCOE site).
5. Students may NOT leave the scene until the officer releases the students from the scene.
6. Vendor will send list of students on board to JPA on approved Accident report within 24 hours.
7. JPA Staff to send copy of accident report to District(s) involved.
8. In case of Major accident JPA will contact all of the districts involved immediately.

Clean Student Policy

For those students still being toilet trained, please be sure the student has used the restroom, and is clean before boarding the vehicle.

If the student has an accident right before the PM afterschool pick up, and a staff member tells you to please wait, because they have diaper or clothes to change due to the student having an accident at school. Please inform dispatch immediately if this issue comes up.

Drivers are required to WAIT ONLY 10 Minutes from the Bell Time

If staff doesn't have the student cleaned in time, the driver will leave and the school staff will have to notify the parent to pick up.

A clean student in your vehicle is better than leaving the student, if staff tells you the student was cleaned, but the driver still smells an odor, the driver will inform dispatch that they cannot transport, and the school will be notified of the situation and contact parent.

Wheelchair Transportation Policies for Drivers

1. We never allow a student to stand on the lift with their walker. A student that walks with a walker or crutches cannot stand on the lift. The student already has balance problem, it is not safe for them stand on a moving lift.

CCR13 1293(e) (2) "No loading device shall be constructed or operated in a manner that requires the driver to leave a pupil unattended on the loading device outside the passenger compartment, nor shall any driver permit a pupil to be unattended on a loading device outside the passenger compartment."

2. It is not permissible to allow a student to sit in a chair on the vehicle lift if he has a difficult time going up/down the steps of the vehicle. A chair cannot be used on the lift to assist a student going up/down the vehicle. A student must be sitting in a locked wheelchair or approved stroller when using a lift. If the student requires significant assistance to go up/down the steps, contact JPA.

3. An IEP team should decide whether it is okay to let students drive their power wheelchairs on and off the vehicle lift. Most often, with close supervision, it is okay to allow the student to drive on and off when the lift is lowered. Drivers should not let them drive on/off the lift when it is in a raised position.

4. If a student has a hard time driving their power wheelchair backwards, it is not okay to let them drive it forward onto the vehicle lift. The student must face away from the vehicle while on the lift. The heaviest part of the wheelchair is at the back. The lift was designed to operate with the heaviest part of the load on the back of the lift.

5. If the student's wheelchair brakes do not work properly, notify the parents or school personnel as soon as possible so the brakes can be repaired. It is very important for both

brakes to be working properly while the wheelchair is on the lift and while inside the vehicle. Students shall not be transported in a wheelchair without properly working brakes.

6. You must attach the tie down straps around a non-removable part of the wheelchair frame. Led-rest, armrests, and wheels come off the wheelchair easily. You must place the die down strap at a site on the wheelchair frame. You can use webbing loops available from several different manufactures from ease of attaching the tie down straps. You can also mark the appropriate attachment placement by using cable-lies. If a wheelchair has a factory installed transit option attachments, you hook the strap to the transit option attachment, which is welded to the wheelchair frame.

7. Trays must always be removed from the wheelchair and placed inside the vehicle. A tray attached to a wheelchair can cause severe abdominal injuries if the vehicle had to stop very quickly or was involved in an accident. If the parent does not agree to have it removed, contact JPA. A driver trainer will be sent to inspect and decide if the tray will stay. Driver will be notified via the Drivers Protocol memo.

8. Students should be transported in an upright position whenever possible. If the child cannot maintain a proper head position, the wheelchair may need to be tilted slightly-but not more than 30 degrees. When wheelchair backs are reclined or wheelchairs are tilted, the student can "submarine" or slide under the lap belt during a sudden stop.

9. The lap belt must be brought up inside the wheels and armrests of the wheelchair and make contact directly with the student. If you have trouble getting the belt inside the armrests, contact JPA to see if modifications need to be made to the wheelchair seat or back.

10. The shoulder belt must be used if the student complains that it hurts his/her neck. If the vehicle is equipped with shoulder belts, they must be used. On some vehicles, it may be possible to adjust the position of the attachment of the belt on the vehicle wall in order to move the shoulder belt away from the student's neck. If that doesn't work, you may need to reposition the wheelchair on the floor tracks. If none of this works, consult JPA for other options.

11. Floor tracks need to be kept clean, free of dirt and trash. If cleaning around the floor track attachment doesn't allow the strap to be removed, you must notify your supervisor or contact the mechanic at the vehicle garage to get their assistance in moving the strap. Then, make sure and keep the floor and tracks clean and free of debris.

12. If the tie down strap won't tighten, drivers should not move them further away from the wheelchair to take up the slack. Moving the straps further back does not allow you to get the proper angle to hold the wheelchair properly. If the down straps are extremely dirty, it will not tighten sufficiently. If the straps are extremely worn, they may need to be replaced. Contact your supervisor and notify the mechanic that you need to have the strap(s) cleaned and/or replaced.

Driver Expectations

JPA expects quality service from drivers. In order to provide excellent service, we ask that our drivers follow these procedures:

1. Always be courteous to our customers. (Parents, Staff at schools and students.) Never argue, if there are problems contact dispatch and write up the incident.

2. Never pick up or drop off at a non-authorized address. (Authorized addresses are given to you in writing or over the radio from dispatch on your route sheets).

3. Students should be routed to be at school at least 10 minutes before bell time, (Never arrive earlier than 10 minutes, and please adjust your route times if you need to.) Staff members at schools are required to receive your students at that time. Please inform dispatch immediately on the radio and then in writing on a route situation form if School Staff tells you that they will NOT receive the students 10 minutes before bell time.

4. If a parent or a teacher tells you there is going to be any type of change in the student's schedule, address or anything else, notify dispatch immediately in writing. Please inform the parent or teacher to call the student's District of Residence or COE Cluster if student is in COE Program.

5. If you have a student that has been a no show or HOLD for at least one week (5 school days within 2 weeks), the driver is REQUIRED to fill out a student update form and submit it in to dispatch. Once office staff receives the route situation form it will be investigated and the information will be sent to driver. If you have sent a student update report you shall not restart service without paperwork from JPA. (Do NOT accept a phone call from a parent to restart the ride)

6. Please check that if you are putting a student into equipment you have supporting paperwork. Do not place a student in any equipment without written notification from staff. Also, do not discontinue equipment without notifying staff, even if parent tells you to do it (send a report) It is against the law to place a student in equipment other than the lap belt until approved in writing. Check your route sheet/BSR or Driver Protocol sheet for this information.

7. Do not open your door until you see that an authorized adult is present to receive your student. If your student needs assistance the authorized adult MUST come out to the vehicle and assist you with unloading of the child. Driver's MUST follow the chain of custody rule. Wait at curb until you see that the adult has custody of the child.

8. Never release a student alone at the home or alternate address. The only students that can be released on their own are students that have Release of Curb to Curb and or Release at School Protocol. (This will be marked on your route form/BSR and Driver Protocol sheet) Please inform dispatch immediately and in writing on a route situation form if school staff or parent/guardian tells you to let the students go by themselves. (Do not allow it.)

   Please be aware that each student must have a separate form. If you have any questions regarding the service of release ask dispatch.

   a. The Release of Curb to Curb means the student can be left off the vehicle alone at the pm drop off. (Driver is to secure the vehicle, open the door and let the student off, close door and leave, do not wait for student to enter house).

   b. Release at school means that the student can be left off the vehicle at his/her school. (Student is on his/her own to get to class) NEVER earlier than 10 minutes before school bell time.

9. Always submit in writing any unacceptable behaviors and or incidents that happen on your route, AND call it into dispatch. Driver is to fill out the Incident Report, please list students involved with first & last names, if multiple students caused the incident, drivers must create separate reports for each student to protect privacy rights.

10. Any accident with your vehicle, no matter how minor, if you have student(s) on board you expected to follow the accident protocol.

11. If you notice that your student is always waiting for you in a car, or is always standing outside of the address where you pick up, let dispatch know immediately. This student may have moved.

12. All drivers are required to have in the vehicle or on their person a photo ID badge whenever transporting our students. Parents can ask to see it. Also, if driver needs to go into a school for any reason, you MUST wear your badge.

13. Do NOT give your personal cell phone number and do not accept calls to your cell phone from the parents. They are required to call dispatch.

14. It is the driver's responsibly to inform dispatch immediately if the driver finds out that the student lives in a Gated Community, Apartment Complex with red zone lanes, Dead End Street or any other unsafe location. Dispatch and the driver trainer will contact JPA and a safe location will be discussed and decided, which will be as close as possible to the address. Driver will not start the student until the new location is decided on, and new paperwork is sent to the vendor. Drivers who do not follow above guidelines may be removed from routes.

School Site Vendor Calendar

At the start of the school year staff shall review all school site calendars. They will be scanned and sent to our vendors. It is the responsibly of each vendor to notify the drivers of calendar changes. Staff shall send to the vendors any calendar changes throughout the school year.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date:

_____ Name of Contractor:

_____

_____ Signature:

_____ Print Name and Title:

_____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with JPA prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

With respect to the Agreement for Student Transportation Services ("Agreement") between Silicon Valley Joint Powers Transportation Agency ("JPA") and _____ ("Contractor"):

One of the boxes below must be checked with regard to Contractor and Contractor's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contractor who will provide services under the Agreement) ("Contractor's Personnel") and the arrangements verified by an authorized representative of JPA prior to commencement of the Agreement.

□ Contractor is a sole proprietor who may interact with JPA member district pupils not under the immediate supervision of a pupil's parent, guardian or JPA employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to JPA's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contractor has not been convicted of a felony as defined in Government Code Section 45122.1.

□ Contractor is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's Personnel who may interact with JPA member district pupils not under the immediate supervision of a pupil's parent, guardian or JPA employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contractor's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to JPA pursuant to the subsequent arrest service. A complete and accurate list of Contractor's Personnel who may come in contact with JPA member district pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contractor's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTOR CERTIFICATION

I am a representative of Contractor entering into this Agreement with JPA, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide JPA with current "Fingerprint and Criminal Background Check Certification" information for all Contractor's Personnel throughout the duration of the Agreement. **A list of Contractor's Personnel is attached hereto as Attachment A.**

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A"

Contractor's Personnel

Name/Company:

_____

Name/Company:

_____

Name/Company:

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Name/Company:

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Name/Company:

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Name/Company:

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Silicon Valley Joint Powers Transportation Agency ("JPA") and _____

_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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.

JPA is not a "state agency" as defined in the applicable section(s) of the Government Code, but JPA requires all contractors on JPA projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

a. 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.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. 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 abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will 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 abide by the terms of that statement.

I also understand that if JPA 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print _____

Name: _____

Title:

END OF DOCUMENT

PERFORMANCE BOND
(100% of Estimated Annual Contract Value)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Silicon Valley Joint Powers Transportation Agency ("JPA") and _____ _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following contract:

Agreement for Single Rider Student Transportation Services

("Contract") which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto JPA in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the services required to complete the Contract; and

- Pay to JPA all damages JPA incurs as a result of the Principal's failure to perform all the services required to complete the Contract.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees, and shall indemnify and save harmless JPA, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that JPA may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Contract if JPA declares the Principal to be in default and notifies Surety of JPA's objection to Principal's further participation in the completion of the Contract.

The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit JPA's rights or Contractor or Surety's obligations under the Contract, law or equity.

The Surety, for value received, hereby stipulates and agrees that no change, extension of

time, alteration, or addition to the terms of the Contract or to the services to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the services or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the __ day of _____, 20__.

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT