

The Orange County Superintendent of Schools is requesting bids for the Alternate Student Transportation Services. Questions and/or concerns related to the Bid requirements should be directed to Patricia McCaughey, Executive Director, Business Operations by email pmccaughey@ocde.us by the deadline noted above.

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PUBLIC NOTICE - INVITATION TO BID

BID NUMBER: 26-04 ALTERNATE STUDENT TRANSPORTATION SERVICES

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, Orange County, California ("Superintendent") is seeking bids from qualified firms for as needed student transportation services for Superintendent's Special Education Program. The full scope of work is set forth in the Bid document.

Bids must be received by mail or in person in a sealed envelope or package not later than **10:00:00 A.M. PST on the 26th day of October, 2026**, at the Orange County Superintendent of Schools, Attn: Purchasing Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed bids will be accepted. It is the bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated above. Any bid received after the stated time and date will not be considered.

A complete copy of the Bid document is available on the Superintendent's website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Time is of the essence. Interested firms responding to this Bid are to include all costs for labor, materials, equipment, and all other expenses required to accomplish the services required. All bids are to be submitted on the forms provided in the Bid document. The Superintendent reserves the right to reject any or all bids and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities in any bid or in the bidding process not affected by law. The right is also reserved by the Superintendent to select the firm which in his/her opinion will best serve the needs of the Superintendent.

Bids submitted by firms shall be at no cost or obligation to Superintendent. No firm may withdraw its' bid for a period of ninety (90) calendar days after the date set for the opening of the Bid. Each bid must conform and be responsive to Superintendent's Bid documents.

Please direct any technical or procedural inquiries or questions regarding the Bid documents and/or Project to the attention of Patricia McCaughey, Executive Director, Business Operations via email only at pmccaughey@ocde.us no later than 10:00:00 a.m. PST on October 14, 2026. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent's website. General information regarding the Superintendent is available via www.ocde.us.

By: Patricia McCaughey
Executive Director, Business Operations

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BID OBJECTIVE

The Orange County Superintendent of Schools ("SUPERINTENDENT") is soliciting sealed bids from qualified and experienced student transportation contractors to provide safe, reliable, and cost-effective home-to-school, school-to-home transportation services on an as needed basis for SUPERINTENDENT's Special Education Program. The SUPERINTENDENT seeks qualified transportation contractors capable of furnishing properly licensed drivers and vehicles to transport students. The SUPERINTENDENT's objective is to establish a contractual relationship with qualified transportation contractor(s) that demonstrate a commitment to safety, exceptional customer service, operational reliability, regulatory compliance, and competitive pricing while consistently meeting the transportation needs of the SUPERINTENDENT's students.

The successful contractor(s) shall provide transportation services in full compliance with all applicable federal, state, and local laws, regulations, California Education Code requirements, California Vehicle Code requirements, and all other applicable safety standards governing pupil transportation.

The resulting contract(s) are intended to provide the SUPERINTENDENT with flexible transportation services to support the instructional and extracurricular needs of its students. Transportation services required under this Bid shall consist of individualized, one-way, round-trip, and/or short-term transportation assignments occurring before, during or after school on a daily basis or on any day or days during the term of the contract. Transportation requests may be initiated for students requiring alternative transportation due to, but not limited to, participation in before and/or after school extra-curricular activities, community-based instructional programs, and other SUPERINTENDENT approved activities. Contractors must be able to provide transportation services within forty-eight (48) hours of notification. No guarantee is made of implied regarding the number of trips, revenue, or volume of work to be assigned during the contract term.

SUPERINTENDENT reserves the right to contract with one or more contractors as determined to be in its best interest. Initial contract(s) shall be for one (1) year, with the option, at the SUPERINTENDENT's sole discretion, to renew the agreement for up to four (4) additional one-year renewal terms under the same terms and conditions, as mutually agreed upon by the parties.

MANDATORY RETURN DOCUMENTS CHECKLIST

The following sections of this **Re-Bid** Number: 26-04 Alternate Student Transportation Services must be returned with your bid response prior to the bid closing deadline on or before 10:00:00 A.M. PST on October 26, 2026 to be considered responsive to the bid specifications. Additional documents may be required so bidders should carefully review all Bid Documents.

- ☐ Bid Form
- ☐ Bid Pricing Sheet
- ☐ Information Required of Bidder
- ☐ Non-Collusion Declaration

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN BEFORE.

1. Preparation of Bid Form. Bid shall be submitted on the prescribed Bid Form and Bid Form Pricing Sheet and completed in full.. All bid items and statements shall be properly and legibly filled out. All proposed prices must be stated clearly and legibly in both words and numerals, where applicable. The signature of all persons shall be in longhand and in ink. Prices, wording, and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Orange County Superintendent of Schools, Attn: Purchasing Department, 200 Kalmus Drive, Costa Mesa, California 92626 and must be received on or before 10:00 a.m. PST, October 26, 2026 the bid deadline (Public Contract Code Section 20112).** All bids must be signed by the bidder and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, the Bid Number, and name of the Project for which the bid is submitted. SUPERINTENDENT will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission. The SUPERINTENDENT reserves the right to reject any bid if not all of the above information is furnished. It is each bidder's sole responsibility to ensure its bid is delivered timely and received at the location designated as specified in this Bid Document. Any bid received at the designated location after the scheduled closing time for receipt of bids shall not be considered. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE SUPERINTENDENT'S OFFICE.)

BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. Bidder's Request for Information. All Bidders are required to send in any questions or comments in writing regarding this Project by email to Patricia McCaughey at pmccaughey@ocde.us no later than 10:00:00 a.m.PST, October 14, 2026.

4. Signature All bids submitted shall be executed by the Bidder or its authorized representative. Any signature required in the bid Documents must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president and one from among the

secretary, chief financial officer, or treasurer. Bidder may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the SUPERINTENDENT may result in the SUPERINTENDENT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile, or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the signature of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that SUPERINTENDENT determines that any bid is unintelligible, inconsistent, illegible, or ambiguous, the SUPERINTENDENT may reject such bid as being nonresponsive.

7. Examination of Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all documents relating to the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the services, including the cost of permits and licenses required for the services, determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Bid. The bid documents are only provided as information for the bidder. The SUPERINTENDENT is not making any warranties regarding said information. The SUPERINTENDENT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be taken as incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. **No Bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.**

9. Compliance with SB 848 – Education Code 44691 Training. Contractor shall ensure that all employees, volunteers, and subcontractors with any pupil contact complete, prior to beginning services and annually thereafter, mandated reporter and child abuse prevention training compliant with SB 848 and Education Code § 44691. Contractor shall maintain documentation of completion and provide proof to the SUPERINTENDENT within two (2) business days upon request.

10. Interpretation of Plans and Bid Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Bid Documents or finds discrepancies in or omissions from the Bid Documents, or finds discrepancies in, or omissions, in the Bid Document a written request for an interpretation or correction thereof must be submitted to **Patricia McCaughey at pmccaughey@ocde.us by 10:00:00 a.m. PDT on October 14, 2026.** No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at SUPERINTENDENT's discretion and only by written addendum duly issued by the SUPERINTENDENT, and a copy of such addendum will be uploaded to the SUPERINTENDENT's website. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the SUPERINTENDENT. If there are discrepancies of any kind in the Bid Documents, the interpretation of the SUPERINTENDENT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the SUPERINTENDENT. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid on the Bid.

12. Identical Bids. Pursuant to Public Contracts Code 20117 notwithstanding any other provision of law, in the event there are two or more identical lowest or highest bids, as the case may be, submitted to a school SUPERINTENDENT for the purchase, sale, or lease of real property, supplies, materials, equipment, services, bonds or the awarding of any contract, pursuant to a provision requiring competitive bidding, the governing board of any school SUPERINTENDENT may determine by lot which bid shall be accepted.

13. Award of Contract. The SUPERINTENDENT intends to award contracts to more than one (1) bidder based on the pricing submitted by bidders on the Bid Form Pricing Sheet, and the demonstrated ability of the bidder to be able to sufficiently support the SUPERINTENDENT's student transportation program. The award of the contract, if made by the SUPERINTENDENT, will be by line item listed in the Bid Form Pricing Sheet for each respective category

The SUPERINTENDENT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process and make its selection of

items awarded based upon its best judgement as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

14. Agreement. The form of Agreement (also referred to as "Contract"), which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The Agreement contains language allowing for the renewal of transportation services for additional fiscal school years upon mutual consent of the SUPERINTENDENT and the awarded Contractor(s), as allowed under Ed Code § 39803. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate Regarding Lobbying & Disclosure of Lobbying Activities, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, Special Provisions, W-9, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary to properly operate a student home to school – school to home Alternative Student Transportation Services program.

15. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the services. By submitting a bid, each Bidder agrees that the SUPERINTENDENT, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the services. The SUPERINTENDENT may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. In this regard, the SUPERINTENDENT may conduct such investigations as the SUPERINTENDENT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the work to the SUPERINTENDENT's satisfaction within the prescribed time. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER." The SUPERINTENDENT reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the SUPERINTENDENT.

16. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, which includes a business license appropriate for the services performed and valid at the time of the bid opening, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract. Bidders shall meet all requirements of the U.S. Department of Transportation, California Department of Transportation, the California Department of Education, the California Public Utilities Commission, California Department of Motor Vehicles, California Highway Patrol, including but not limited to Driver Training

Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure pertaining to the transportation of children/students.

17. SB-1072 School Bus Safety: Child Safety Alert System. If applicable, the successful bidder(s) using school buses must abide by SB-1072 while under contract with SUPERINTENDENT.

18. Bid Protest Procedure. Any Bidder may file a bid protest. The protest shall be filed in writing with the SUPERINTENDENT's Executive Director, Business Operations, not less than five (5) calendar days after the date of the bid opening. The SUPERINTENDENT shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the Executive Director, Business Operations. Only bidders who have submitted a bid in accordance with the conditions of this Re-Bid Number 26-04, may have the right to protest the award. A responsive bidder electing to submit a protest must include specific and detailed information related to their protest. Such bidders will not have another opportunity to protest the award of the contract outside of the provisions outlined in this section.

A. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the claim. If deemed appropriate by the SUPERINTENDENT, an informal hearing will be held. SUPERINTENDENT will issue a written decision within fifteen (15) calendar days of receipt of the protest unless factors beyond the SUPERINTENDENT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

B. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

19. Insurance. The successful bidder shall, at bidder's sole cost and expense, shall maintain in full force and effect throughout the term of the Agreement the following insurance coverages from a California licensed insurer with an A-, VII, or better rating from A.M. Best or an approved self-insurance program sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this Bid to ensure bidder's ability to adhere to the indemnification requirements under this Bid. The insurance limits shown below are the minimum insurance requirements in this Bid. Should the successful bidder's maintain insurance policies with broader coverage and limits of liability that exceed these minimums, those broader coverages and higher limits shall be deemed to apply for the benefit of the SUPERINTENDENT, and those coverages and limits shall become the required minimum limits of insurance and coverages in all sections of this bid. SUPERINTENDENT shall have the right to modify any and all insurance and indemnity requirements based on evaluation of the risk of service being provided.

- i. **Commercial General Liability(CGL) Insurance** with limits of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, including coverage for bodily injury, property damage, premises and operations, products-

completed operations and contractual liability, personal injury, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent contractors liability.

Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the SUPERINTENDENT, or any person, firm or corporation employed by the Contractor or the SUPERINTENDENT upon or in connection with this Agreement, including, any harm, cost, damage, claim, or cause of action arising out of the acts of omissions of the Contractor, its employees or any entity or its independent contractors.

The policy shall be endorsed to name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, employees, as additional insured as respects to the liability arising out of the transportation services performed by or on behalf of Contractor under this Agreement.

- ii. Physical Abuse, Sexual Abuse, Sexual Misconduct and Sexual Molestation insurance with limits not less than \$5,000,000 per occurrence
- iii. **Business Automobile Liability Insurance** with limits of not less than \$5,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, scheduled, non-owned, or hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other points designated by SUPERINTENDENT, and until time as status of passenger is terminated.
- iv. **Professional Liability (Errors and Omissions) Insurance** appropriate to Contractor's profession, with limits not less than \$3,000,000 per occurrence or claim and \$5,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
- v. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Agreement and with workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. During the term of the Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the independent

contractor/subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Agreement is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the SUPERINTENDENT certificates of insurance as required herein and in compliance with Labor Code section 3700. The Contractor shall require its subcontractors and any sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

- vi. **Cyber and Data Privacy Liability Insurance** – because Contractor may receive, store or transmit confidential student information Contractor shall provide coverage for not less than \$1,000,000 per occurrence. Coverage shall include but not be limited to data breach and unauthorized access, privacy violations, failure to protect confidential student information, breach response, and notification costs. Coverage shall extend to subcontractors handling student data.

It is expressly understood, however, that the coverage and limits referred to under I, ii, iii, iv, v, and vi above shall not in any way limit the liability of the Bidder.

The successful Bidder shall be required to furnish certificates and endorsements no later than five (5) business days from execution of the Agreement by the SUEPRINTENDENT with the successful Bidder, and prior to commencing transportation services under this Agreement. SUPERINTENDENT may request that such certificates and endorsements be completed on SUPERINTENDENT provided forms. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the SUPERINTENDENT and that "the policy will not be cancelled or materially changed without thirty (30) calendar day prior written notice" being given to the SUPERINTENDENT's Transportation Department.

20. Hold Harmless and Indemnification. The successful Bidder awarded the Contract agrees to and does hereby indemnify and hold harmless, the SUPERINTENDENT including but not limited to any of its governing board members, officers, employees and agents, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Bidder or any of its officers, agents, employees, subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Bidder or individual entities comprising the Bidder, in connection

with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the services, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit, or orders;
- (b) any misrepresentation, misstatement, or omission with respect to any statement made in the Bid Documents or any document furnished by the Bidder in connection therewith;
- (c) any breach of duty, obligation, or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Bid Documents;
- (f) any failure to act in such a manner as to protect the SUPERINTENDENT and the Project from loss, cost, expense, or liability; or
- (g) any failure to protect the property of any utility company or property owner.

The Bidder, at Bidder's own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the SUPERINTENDENT may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the SUPERINTENDENT may in its sole discretion reserve, retain or apply any monies due to the Bidder under the Bid Documents for the purpose of resolving such claims; provided, however, that the SUPERINTENDENT may release such funds if the Bidder provides the SUPERINTENDENT with reasonable assurance of protection of the SUPERINTENDENT'S interests. The SUPERINTENDENT shall in its sole discretion determine whether such assurances are reasonable.

21. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful Bidder shall be deemed and independent contractor and not an officer, agent, or employee of the SUPERINTENDENT.

22. Waiver of Irregularities or Informalities. The SUPERINTENDENT reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid received or in the bidding process.

23. Tuberculosis Examination. The successful Bidder shall ensure that proper tuberculosis (TB) certificate of clearance is complete for all personnel servicing the SUPERINTENDENT as defined in Education Code Section 49406.1(a).

24. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that the Orange County

Superintendent of Schools will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared non-responsive.

25. Anti-Discrimination. It is the policy of the SUPERINTENDENT that in connection with all work performed under this Bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Bid by such Bidder.

26. Drug and Alcohol - Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Therefore, the work site shall be kept drug and alcohol free at all times. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration. This form is included in the bid documents and must be signed and dated under penalty of perjury.

28. Tobacco-Free Policy. Bidder has been advised and is aware that SUPERINTENDENT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on SUPERINTENDENT's or other school SUPERINTENDENT property. Bidder shall be responsible for the enforcement of SUPERINTENDENT's tobacco-free policy among all bidder's employees and subcontractors while on SUPERINTENDENT or other school SUPERINTENDENT property, in the vehicle, and at vehicle stops. Bidder understands and agrees that should any employee or subcontractor of bidder violate the SUPERINTENDENT's Board Policy after having already been warned once for violating SUPERINTENDENT's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

29. Criminal Records Check. The successful Bidder will required each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code 33192.4437. Successful bidders shall comply with the requirements of Education Code Section 45125.1 including, but not limited to obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and drivers, prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the SUPERINTENDENT that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contender to a felony. Nor will any employee and driver who has been convicted of or entered a plea of nolo contender to

charges of any sex offense as defined in Education Code section 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code section 44237 be allowed to come in contact with students. The successful bidder must complete Fingerprint Certification, contained in the bid documents.

30. Prices. Bid each item separately. All prices must remain firm for the entire initial term of the contract. **Pricing shall be inclusive of any and all costs charged to the SUPERINTENDENT including fuel surcharges.** Fees for all services provided under the terms of the contract may be subject to adjustment annually. In the event the successful bidder proposes to increase or decrease the rates for the transportation services, the successful bidder shall provide the SUPERINTENDENT with a written proposal on or before March 31st of each year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period ending February 28th of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the SUPERINTENDENT may make an adjustment as deemed by the SUPERINTENDENT to be reasonable and fair but never more than five percent (5%). The adjustment will be effective July 1 of every year.

31. Tax Included. All sales, use or other taxes (if any) are the responsibility of the bidder. Price stated on the Bid Form Pricing Sheet is "final price" with no "add-on" permitted.

32. Cost Differential. All services must be completed within the time limits set forth in the bid documents. It is agreed that failure to perform the services described herein within the time limits required will result in contractor being liable to the SUPERINTENDENT. If contractor is unable to provide services and SUPERINTENDENT must obtain services from another provider, contractor will be responsible to pay any and all additional costs charged to the SUPERINTENDENT by the other provider. Such damages shall be deducted from any payments due or to become due to the contractor.

33. Personnel. All personnel assigned to perform under this contract shall be subject to continuous approval by the SUPERINTENDENT at its discretion. All drivers shall be employees or agents of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke or vape within the parameters of the transportation vehicle and shall be prohibited from smoking or vaping around students or on any SUPERINTENDENT or school property. The SUPERINTENDENT shall have the right to reject any driver and shall notify the successful bidder in writing. All drivers shall not use cell phones while driving students, except when the operation can be done with the use of a "hands-free" device; the SUPERINTENDENT shall have the right to reject any driver for cause and shall notify the Contractor in writing of the action. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the SUPERINTENDENT 's contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment and random drug testing on all drivers involved in transporting students and

other persons for the SUPERINTENDENT. Post-accident drug testing will be performed in a manner consistent with SUPERINTENDENT transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

34. Experience Factor. Bidders are to have not less than five (5) years of successful experience in providing student transportation services similar in size and scope to the requirements of this Bid. All services are to be performed by trained and licensed personnel who are fully experienced in performing the services required.

35. Superintendent's Right to Choose Suitable Transportation. The SUPERINTENDENT's Executive Director, Business Operations shall be the sole judge as to the requirements needed by their schools, students, and employees in requesting transportation services. If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved by the SUPERINTENDENT's Executive Director, Business Operations, the driver, and/or vehicle will be refused and returned. Other arrangements will be made by the SUPERINTENDENT and charged to the successful bidder.

36. Unscheduled School Closing. The SUPERINTENDENT shall not be obligated to accept or pay for any services of the bidder on those days when the schools of the SUPERINTENDENT are closed to insure the health and safety of the students or for any other lawful reason.

37. Utilize Care Around Schools and Children. Contractor acknowledges that the services to be performed under the contract may be done around schools and around children. Contractors shall advise all employees to use care, respect and discretion when working in these surroundings.

38. GPS Tracking and Monitoring. The Contractor shall utilize GPS-enabled technology to track vehicles in real time during all active transportation services. GPS data shall allow the SUPERINTENDENT to monitor trip status, vehicle location, pickup confirmation, and drop-off confirmation. GPS tracking information shall be retained by Contractor for a minimum of twelve (12) months and made available to the SUPERINTENDENT upon request for audit, investigation, or compliance purposes.

39. Parent/Guarding Communications. The Contractor shall provide automated notifications to parents or guardians, as authorized by the SUPERINTENDENT, which may include:

- Trip confirmation
- Driver en route notification
- Pickup confirmation
- Drop-off confirmation

Notifications may be delivered via mobile application, SMS text message, email, or other electronic means. Contractor shall ensure that all communications comply with FERPA and applicable student data privacy laws.

40. Record Keeping. Bidders will be required to provide records deemed necessary by the SUPERINTENDENT, which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The contractor will be required to notify SUPERINTENDENT on a daily basis regarding any student who is scheduled for services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the SUPERINTENDENT cancels service for that student. Bidders shall immediately report to the SUPERINTENDENT all accidents involving the bidder's equipment or personnel while transporting SUPERINTENDENT personnel and/or students.

41. No Maximum or Minimum Quantities. The SUPERINTENDENT does not guarantee that a minimum or maximum number of transportation trips or runs will be requested. SUPERINTENDENT will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by a bidder.

42. Failure to Provide Service. It is agreed by Contractor and SUPERINTENDENT that, from the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to the SUPERINTENDENT from the failure of Contractor to provide any of the services as specified herein, and, therefore, the SUPERINTENDENT shall assess fixed sums as liquidated damages as follows:

a. Missed Student. Contractor will be subject to an assessment of ½ of one day's trip or route rate if any pupil is not transported to or from school due to driver or dispatcher error, including failure to timely notifies drivers of prescribed trip or route changes.

b. Failure to Provide Necessary Equipment. Contractor will be subject to an assessment of ½ of one day's trip or route rate if the equipment necessary for the transportation of students on said trip or route is not provided or available.

c. Failure to dispatch a vehicle without the required communications equipment, GPS equipment, or equipment necessary to properly transport a student on the trip or route will be grounds for an assessment of ½ of one day's trip or route rate unless otherwise cleared through the SUPERINTENDENT's Executive Director, Business Operations.

The payment of damages under this section does not preclude the SUPERINTENDENT from taking additional actions to remedy unsatisfactory service, up to and including termination of the contract in accordance with the Agreement.

43. Staff Response Requirements. The Contractor shall staff and maintain the capability to receive and respond to customer complaints. This service shall provide that callers will not get a busy signal and shall be provided periodic updates on when their call will be answered. All patron and citizen complaints shall be responded to within twenty-four (24) hours. When requested, response will be in written form. All complaints shall be documented for SUPERINTENDENT review. Failure to make timely response to complaints may result in the SUPERINTENDENT imposing liquidated damages of two

hundred (\$200) dollars per occurrence. The payment of damages under this section does not preclude the SUPERINTENDENT from taking additional actions to remedy unsatisfactory service, up to and including termination of the contract in accordance with the Agreement.

44. Accident Reporting Requirements. Contractor shall notify the school and SUPERINTENDENT's Executive Director, Business Operations immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident. Failure to provide this information may result in assessment of liquidated damages of two hundred (\$200.00) dollars per incident.

45. Inspection of Bidder's Facility. The SUPERINTENDENT reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the SUPERINTENDENT determine after such inspection that the bidder is not capable of performing satisfactorily to the SUPERINTENDENT, his bid will be ruled nonresponsive. Additionally, the SUPERINTENDENT reserves the right to inspect the successful bidder's facility during the contract period.

46. CAL-OSHA. Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Code requirements.

47. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that the Orange County Superintendent of Schools will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared non-responsive.

48. Addenda. Clarification or any other notice of a change in the bid documents will be issued only by the SUPERINTENDENT and only in the form of a written Addendum, uploaded to SUPERINTENDENT's website. Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of SUPERINTENDENT notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever bidding documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the bid number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the SUPERINTENDENT and not noted as being acknowledged by the Bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

49. Immigration Reform and Control Act. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform Act of 1986 ("IRCA") in hiring of its employees and the Bidder shall indemnify, hold harmless and defend the

SUPERINTENDENT, the Orange County Board of Education and its officer's, agents, and employees against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with the IRCA.

50. Iran Contracting Act Certification. Prior to bidding on, or submitting a proposal or executing a contract or renewal for a SUPERINTENDENT contract for goods or services over \$1,000,000 or more, a bidder must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

51. Ukraine-Russia Contracting Certification. On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order"). If awarded a contract with the SUPERINTENDENT, Bidder must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

52. Public Records. All documents included in the bids become the exclusive property of the SUPERINTENDENT upon submittal to the SUPERINTENDENT. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The SUPERINTENDENT is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake, or negligence on the part of the SUPERINTENDENT or its officers, employees, or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the SUPERINTENDENT in conformity with the California Public Records Act, Government Code § 6250 et seq.

53. Force Majeure – Neither party to this bid will be liable to the other for any failure or delay in performance under this bid due to circumstances beyond its reasonable control including without limitation, acts of God, war, fires, floods, epidemics, severe weather, labor disruption, and official governmental and judicial action not the fault of the party failing or delaying in performance.

54. Governing Law. This bid shall be governed, construed, and enforced in accordance with the laws of the State of California with venue in Orange County.

55. Bid Submission. The number of executed copies of the contract, the Bid Form, Bid Form Pricing Sheet required is three (3).

56. Notices. All notices or demands to be given under this contract by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Project, the address of the SUPERINTENDENT is as follows:

Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92626-9050
Attn: Patricia McCaughey, Executive Director

SCOPE OF SERVICES TRANSPORTATION AND SAFETY REQUIREMENTS

This Bid is for the furnishing of alternate student transportation services for the Orange County Superintendent of Schools. The Contractor agrees to comply with and observe all the provisions of the State of California Vehicle Code, all other applicable laws, rules, regulations prescribed by the California Highway Patrol, any other State agency or federal regulations relating to transportation of pupils. Transportation services include, but may not be limited to, providing special education home-to-school service for pupils residing throughout Orange County attending SUPERINTENDENT's school programs to and from school sites and providing service to and from various therapy and/or job-related sites as required.

The Contractor, his/her employees and agents shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Bid and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (i.e., random drug testing). Contractor shall be required to also comply with AB 319 Chapter 359 of 1989 Statutes to notify the Department of Motor Vehicles whenever a certified school bus, school pupil activity bus or youth bus driver is dismissed for causes related to passenger safety.

Contractor shall provide all equipment, tools, vehicles, and personnel to operate vehicles on routes/runs/trips required by SUPERINTENDENT under the Agreement. Contractor shall employ on-duty dispatch staff at all times vehicles are operated. The dispatch staff must be at Contractor's site and able to maintain communication with Contractor's fleet and personal telephone communication with SUPERINTENDENT. Non-school bus vehicles may be used to provide services and must meet all federal and state safety standards as required by law. These services will be provided for specific pupils identified by the SUPERINTENDENT. The resulting contract(s) are intended to provide the SUPERINTENDENT with flexible transportation services to support the instructional and extracurricular needs of its students. Transportation services required under this Bid shall consist of individualized, one-way, round-trip, and/or short-term transportation assignments occurring before, during or after school on a daily basis or on any day or days during the term of the contract. Transportation requests may be initiated for students requiring alternative transportation due to, but not limited to, participation in before and/or after school extra-curricular activities, community-based instructional programs, and other SUPERINTENDENT approved activities. Contractors must be able to provide transportation services within forty-eight (48) hours of notification. No guarantee is made of implied regarding the number of trips, revenue, or volume of work to be assigned during the contract term.

PERSONNEL REQUIREMENTS

All personnel assigned to perform under this contract shall be subject to continuous approval by the SUPERINTENDENT at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. All drivers used to transport students must have successfully been screened by the Department of Justice (DOJ) and cleared for un-

supervised contact with children as required by the Education Code (EC) 44237. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke or vape within the parameters of the transportation vehicle and shall be prohibited from smoking or vaping around students or on any SUPERINTENDENT property. The SUPERINTENDENT shall have the right to reject any driver at any time for any reason. All drivers shall not use cell phones while driving students, except when the operation can be done with the use of a "hands-free" device; the SUPERINTENDENT shall have the right to reject any driver for cause and shall notify the Contractor in writing of the action. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the SUPERINTENDENT's contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment and random drug testing on all drivers involved in transporting students and other persons for the SUPERINTENDENT. Post-accident drug testing will be performed in a manner consistent with SUPERINTENDENT transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

Drivers of all vehicles with a maximum capacity of 10 or fewer passengers must:

1. Hold a valid California driver's license for the appropriate class of vehicle.
2. Be 21 years of age or older.
3. Pass a criminal background check, including fingerprint clearance consistent with Section 45125 for employees and Section 42125.1 for all other compensated drivers.
4. Have a satisfactory driving record that include none of the following:
 - A. Within three (3) years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.
 - B. Within three (3) years, they have had their driving privilege suspended, revoked or on probation for any reason involving the unsafe operation of a motor vehicle.
 - C. It has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.
5. Not having demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.
6. Not having been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

7. Provide their employer or the private entity contracting with SUPERINTENDENT a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.
8. Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.
9. (9) A. Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed Doctor of Chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.
B. The driver shall complete a medical examination pursuant to this paragraph every two (2) years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.
C. Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.
10. Submit and clear a tuberculosis risk assessment consistent with Section 49406.
11. Not drive for more than ten (10) hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.
12. Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:
 - A. Pre-trip vehicle inspections.
 - B. Safe loading and unloading of passengers.
 - C. Proper use of seatbelts and child safety restraints.
 - D. Handling accidents, incidents, and emergency situations.
 - E. Providing proper accommodations for pupils with disabilities.
 - F. Defensive driving.
 - G. Operations in inclement weather.
 - H. Operations at night or under impaired visibility conditions.
13. Maintain a daily log sheet and complete the daily pre trip inspection of the vehicle being driven that day, which shall include all of the following:

- A. A check of the operability of all lights, initiated by the driver before the vehicle is first driven in service that day.
 - B. A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.
 - C. A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.
14. Complete training at least equivalent to the American Red Cross first aid training program or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.
- A. For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, and sport utility vehicles shall be used for pupil transportation.
 - B. Nothing in this article shall limit any additional safety or training requirements that may be imposed by the Public Utilities Commission, a local educational agency, or any government agency.

All Contractor drivers under this Agreement shall be issued and publicly display photo identification while performing service under this Agreement. Contractor agrees that SUPERINTENDENT shall have, upon award of a contract by SUPERINTENDENT, permission to monitor, intercept, use, divulge all communications and oral communications between Contractor and Contractor's base and between and among Contractor's vehicles relating thereto. Contractor at all times will provide the contact information for each driver and vehicle information. Contractor shall post and display signs or notices provided by SUPERINTENDENT at the times, locations, and on routes specified by SUPERINTENDENT. Signs or notices provided by Contractor inside the vehicles regarding pupil behavior or other notifications are to be approved by SUPERINTENDENT before posting. All Contractor employees driving routes under this contract must display and submit to any authorized SUPERINTENDENT representative their current first-aid card and driver's license for review upon demand, without prior notification.

VEHICLE/EQUIPMENT REQUIREMENTS

The SUPERINTENDENT reserves the right to reject any of the Contractor's vehicles that, in the opinion of the SUPERINTENDENT, are unsafe for their intended use or fail to meet established safety standards. The opinion of the SUPERINTENDENT 's representative shall be final. If the SUPERINTENDENT's representative determines the vehicle to be unsafe, the SUPERINTENDENT will not be charged for that vehicle and driver. If the contractor providing the "unsafe" vehicle is unable to replace the "unsafe" vehicle in a timely manner (as determined by the SUPERINTENDENT representative), the contractor may be liable for any excess cost to replace the "unsafe" vehicle. All equipment furnished to the SUPERINTENDENT shall be free of unsafe areas due to design or workmanship.

All vehicles used to transport students shall be directly owned or leased by the Contractor. All vehicles used to transport students shall be clean, equipped and well maintained in

good operating condition with air conditioning capable of maintaining a temperature of no greater than 78 degrees inside the vehicle at all times while in use for the purposes of this contract. All vehicles used to transport students shall be equipped with a Global Positioning System (GPS) either embedded in the vehicle or on a smartphone device, and a computerized tracking system capable of providing “real-time” data regarding the location and status of each vehicle. The GPS system shall be made accessible to the Superintendent for the purpose of verifying and reporting on arrival and departure times for vehicles at any designated stops.

Unless approved in writing by SUPERINTENDENT, vehicles used by Contractor to provide transportation services under the Agreement shall be in accordance with all laws and accepted industry maintenance standards and shall be no older than:

Four door sedans – Ten (10) model years

Vans – Ten (10) model years

Contractor shall furnish a list of primary and backup vehicles available to service this contract. The Contractor Equipment List shall specify the vehicle number (if applicable), manufacturer, model year, and the rated seating capacity. If this list is at any time updated to add or remove equipment the list must be provided to the SUPERINTENDENT’s Executive Director, Business Operations within five (5) calendar days

If awarded a contract by the Superintendent it is requested that the contractor provide a plan for the implementation of a web-based application or web-based student and vehicle tracking system that allows for staff and parents to easily locate their student’s vehicle, current location and arrival/departure estimated time of arrival (ETA).

Pursuant to EC 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a fire extinguisher. Pursuant to 13 CCR 1242, every motor vehicle or combination of vehicles (except those otherwise specified) shall be equipped with one fully charged fire extinguisher having at least a 4B:C rating.

Pursuant to EC 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a first aid kit. The size of the first aid kit is at the discretion of the employer except for School bus, Youth Bus, Farm Labor Vehicles and General Public Paratransit Vehicle (GPPV), the requirements are listed in the California Code of Regulations, Title 13 (13 CCR), 1243.

Special Equipment Requirements

Contractor shall equip all vehicles as necessary to accomplish services covered under this contract, in accordance with all applicable laws and regulations, at Contractor’s own expense, with the following special equipment:

- Seat restraints and other pupil restraining support systems deemed necessary by Superintendent or required by law for securement of pupils in the seats of the vehicle.
- Securement (anchorage) for crutches, braces, walkers, and other orthopedic devices in possession of pupil passengers.
-

- Safety vests or harnesses and required attachments/securing devices as required by the IEP team.
- Contractor shall modify, maintain, and enforce the use of securement systems per standards established by SUPERINTENDENT and Title 13 of the California Code of Regulations and all Federal laws pertaining to school buses.

OPERATIONAL REQUIREMENTS

Contractor will ensure that all drivers assigned to any trip, run, route, or shuttle requiring the securement of students have no physical, medical, or other conditions that may affect their ability to lift, bend, or twist, or that may otherwise restrict their physical mobility.

Contractor shall contact the affected school to advise of any schedule that is running five (5) minutes or more behind schedule. As part of this requirement, Contractor drivers shall notify their dispatch office whenever they become five (5) minutes or more behind schedule.

No pupil shall be denied transportation to school without the prior written consent of the Superintendent.

Drivers may not alter or modify trips or sequencing of stops without prior written approval of the SUPERINTENDENT, except as necessary due to road closures or emergencies. All drivers are required to notify the SUPERINTENDENT of any changes to trips, routes, or schedules requested by parents or judged desirable by the driver.

The Contractor shall staff and maintain the capability to receive and respond to customer complaints. This service shall provide those callers will not get a busy signal and shall be provided periodic updates on when their call will be answered. All patron and citizen complaints shall be responded to within twenty-four (24) hours. When requested, response will be in written form. All complaints shall be documented for SUPERINTENDENT review. Failure to make timely response to complaints may result in the SUPERINTENDENT imposing liquidated damages of Two Hundred (\$200) dollars per occurrence. As contracted employees of a state agency, the Contractor, including office and support staff and drivers are required under federal law to report to the SUPERINTENDENT for the purposes of emergency transportation services during any natural or national emergency. The SUPERINTENDENT may also require transportation services for local SUPERINTENDENT emergencies, which shall be billed separately for the purposes of compensation.

TRAINING REQUIREMENTS

Contractor shall provide all non-school bus drivers at its own expense, with all training required by federal, state, and local laws, including but not limited to the proper installation and use of all CSRS and wheelchair tie-downs used by the Contractor in the performance of this contract. All training programs and employees conducting required training are subject to approval of the SUPERINTENDENT representative and shall meet all federal, state, and local Education Code requirements. Training completed in courses not

approved by SUPERINTENDENT shall not be recognized. SUPERINTENDENT reserves the right to withdraw approval of any specific training course for any reason. All driver-training program costs shall be borne by the Contractor. Contractor's training program for new vehicle driver applicants shall meet or exceed the State of California minimum requirements and shall consist of as many hours as necessary to train drivers to a competent level. All drivers must complete Sensitivity and Confidentiality Training and must be in compliance with safeguarding and protecting all Student and SUPERINTENDENT data in accordance with applicable laws and regulations, such as the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Education Code 49073.1.

REPORTING REQUIREMENTS

Contractor shall notify the designate SUPERINTENDENT representative and school immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident. Contractor shall immediately notify SUPERINTENDENT in writing of any reports, allegations, complaints, or known incidents of injuries, assaults, physical abuse, or sexual abuse of any pupil committed by or alleged to have been committed by Contractor's employees or by any other person.

Whenever Contractor has knowledge or suspicion an actual or potential labor dispute is or may delay or threatens to delay the timely performance of this contract, Contractor shall immediately notify the SUPERINTENDENT representative. Contractor shall maintain on file at the Contractor's local dispatch office servicing this contract a current valid copy of the driver's license, first aid card (if required for each driver in his employ who may provide contract service, as required by law, and must be made available for inspection upon request by the SUPERINTENDENT. Contractor shall notify SUPERINTENDENT in advance of all contracted trips to be operated by a newly assigned regular driver. The Contractor shall have an effective means of determining a driver absence or un-covered route/run prior to the route/run being late. Any routes that exceed the SUPERINTENDENT's "Late Route" definition in this proposal will be subject to liquidated damages for that day equal to the ½ daily cost of the route effected. The Contractor shall maintain working two-way communications in each vehicle used in this contract for the purpose of communications between driver, dispatch, and SUPERINTENDENT staff. Drivers shall also be provided with and cellular phone for use in case of emergencies. Contractor shall provide any daily or weekly operating records not separately itemized herein as deemed necessary by SUPERINTENDENT upon request. Contractor shall require drivers to immediately report all scheduling discrepancies. Contractor must supply a completed Bidders Staffing Report. The report shall include emergency phone numbers of dispatch and supervisory staff. Contractor shall maintain a means of contacting dispatch and supervisory staff via either cell phone and provide SUPERINTENDENT representative with access to such device.

DEFINITIONS

PICK UP	The location on each trip where students are first scheduled to board.
DEPARTURE	The location on each trip where students are last scheduled to disembark.
TRIP	A single transportation service from one location to another.
SCHEDULED TRIP	A scheduled student transportation assignment.
FIXED ROUTE	A group of one or more trips identified in advance by the SUPERINTENDENT for a given vehicle delineating all regularly assigned work.
DYNAMIC ROUTE	Routes that have the potential to exhibit moderate to significant changes in pickup or drop-off times and locations over the course of the year.
LATE TRIP	A trip is considered late when any scheduled pick up arrives 10 minutes or more late, or when the vehicle arrives 10 minutes or more late to school.
MISSED TRIP	A missed trip is any trip that is more than 60 minutes late or that does not happen at all.
CURB-TO-CURB	Unique locations (e.g., a student's home, a school or therapy location) where individual students are picked up and dropped off.
STOP	A Superintendent authorized home-to-school transportation location used to load or unload students.
SUPERINTENDENT REPRESENTATIVE	Superintendent's Executive Director, Business Operations and/or the School site Principal or his/her designee.
SEAT BELT CUTTER	A special device that may be used in an emergency to rapidly cut through the seat belts used on vehicles in conjunction with child restraint systems.
SERVICE DAY	Any day transportation services are required.
TRANSFER POINT	Grouping of one or more trips assigned to a route that are scheduled to minimize route time and mileage.
SHUTTLE (as part of Home-to-school services)	

A trip other than home-to-school services, designated on a student's Individualized Educational Program (IEP). This would include, but not be limited to, transporting a student to therapy or a work program.

UNSCHEDULED
SERVICE

Services performed under this contract that is not scheduled; but is paid according to the applicable pricing form.

CHILD SAFETY
RESTRAINT SYSTEMS (CSRS)

Any device designed to restrain, seat, or position children who are less than 4' 9" or less than 8 years old which meets or exceeds the requirements of Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213.

BID FORM

Bidder Name: _____

To: Orange County Superintendent, herein called the "SUPERINTENDENT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, , if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, attachments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Alternate Student Transportation Services

Project No.: Re-Bid Number: 26-04

All in strict conformity with the Bid Documents, including Addenda's on file at the office of the SUPERINTENDENT for the sum set forth on the Bid Form Pricing Sheet, attached hereto, and incorporated herein by this reference. The Bid Form and Bid Form Pricing Sheet must be completed. The Bid Form Pricing Sheet contains a list of Alternate Student Transportation Services. Please submit cost per each item listed in the quantities specified.

2. Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda has been issued and if so, to obtain copies of such Addenda from SUPERINTENDENT as stated in the Instructions to Bidders. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM(S):

Number		Number		Number		Number		Number		Number		Number		Number	
--------	--	--------	--	--------	--	--------	--	--------	--	--------	--	--------	--	--------	--

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. The Bid Form and Bid Form Pricing Sheet must be completed. Failure to complete and submit both forms will render bidder nonresponsive.
4. Compensation for all services provided under the terms of the Agreement shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified within, the Contractor shall provide the SUPERINTENDENT with a written proposal on or before March 31st of each year. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period ending February 28th of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the SUPERINTENDENT may make an adjustment as deemed by the SUPERINTENDENT to be reasonable and fair but never more than five percent (5%). The adjusted rate shall be effective July 1 every year.
5. It is understood that the SUPERINTENDENT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for a period of ninety (90) days after the scheduled opening of the bids.
6. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the SUPERINTENDENT the Agreement and will also furnish and deliver to the SUPERINTENDENT certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, and the Criminal Records Check Certification within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the SUPERINTENDENT. It is understood that should Bidder fail or refuse to return these documents as required by the SUPERINTENDENT, the bid security shall be forfeited to the SUPERINTENDENT. The Bidder further agrees that the work shall be commenced by the Bidder, if awarded the contract, on or before the **fifth (5th)** day after receiving the SUPERINTENDENT'S Notice to Proceed and shall be completed by the Bidder in the time specified by the SUPERINTENDENT.
7. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

8. The name(s) of all persons interested in the bid as principals are as follows:

9. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to SUPERINTENDENT all rights, title and interest in and to all causes of

action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the SUPERINTENDENT pursuant to the bid. Such assignment shall be made and become effective at the time the SUPERINTENDENT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the SUPERINTENDENT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
11. It is understood and agreed that if requested by the SUPERINTENDENT, the Bidder shall furnish a notarized financial statement, references, and other information required by the SUPERINTENDENT sufficiently comprehensively to permit an appraisal of Bidder's ability to perform the Project.
12. Failure to complete the Bid Form and the Bid Pricing Form Pricing Sheet in its entirety may render a bidder nonresponsive.
13. The required noncollusion declaration is attached as required by Public Contract Code Section 7106.
14. If there is a bid protest, the grounds shall be submitted as set forth in the Information for Bidders.
15. Time is of the essence.

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

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership

Name: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

RE-BID NUMBER: 26-04**BID FORM PRICING SHEET**

Please bid each item separately. Prices must be stated in units specified.

Line Item	Vehicle Type	Origination/Base Charge (Per Trip	Cost per Mile (Beyond the included base distance)	Representative Trip	Total Cost (Origination charge Cost per Mile 5-miles)
1.	Four Door Sedan	\$	\$	5-Miles One Way	\$
2.	Van – (Max 8 Passengers)	\$	\$	5-Miles One Way	\$
3.	SUV	\$	\$	5-Miles one-way	\$
4.	WAV (Wheelchair Accessible Vehicle)	\$	\$	5-Miles one way	\$

Additional Charges

Wait Time (per minute) \$ _____

Wait Time (per hour, if applicable) \$ _____

Cancellation more than _____ hours prior \$ 0

Cancellation within _____ hours \$ _____

No Show \$ _____

Note: The SUPERINTENDENT reserves the right to cancel trips without penalty due to student absence, school closure, or safety concerns.

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver transportation services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

Name of Authorized Signatory: _____

Authorized Signor's Signature: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____ Email Address: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached, as necessary. "You" or "your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties, or principals.

Please be advised that the SUPERINTENDENT may request additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

1. Description of Organization

A Firm

1. Firm name: _____
2. Address: _____
3. Telephone Number: _____
4. Email Address: _____

B. Type of Organization

1. Corporation: Please Specify Type – (Check One)

Individual ____ Partnership ____ Corporation ____

Subsidiary ____ Government Entity ____

2. Names, titles, and telephone numbers of all your officers/principals of the firm:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 2. License No _____ Class _____**
Expiration Date _____
Name of License Holder _____

3. Have you ever been licensed under a different name or different license number?

C. Nature of Operations

1. Number of years' experience as a contractor in this type of work: _____ Bidder must have a minimum of five (5) years' experience.
2. How many years has your firm been in business under its present business name? Firm must be in business for a minimum of five (5) years. _____
3. How many years' experience have you had in home to school student transportation? _____
4. Is your firm currently engaged in providing home-to-school transportation services under contract with a school district, county office of education or a non-public school? Yes _____ No _____
5. If yes, where and for how long (from/to, total years)?

6. Number of public-school districts served in the State of California covering special education home-to-school transportation

7. Is your firm currently engaged in providing special education transportation services under contract with a school district, non-public school, or county office of education?

Yes: _____ No: _____
8. If yes, where and for how long (from/to, total years)?

9. Number of public-school districts served in the State of California covering special education _____.
10. List of all applicable transportation permits (City, County, and State) under which you firm currently operates.
- _____
- _____
- _____
11. List the number of drivers/vehicles in your employ in Orange County, California that will provide services under the Agreement .
- _____ drivers _____ vehicles
12. Please indicate if you have GPS tracking systems available to drivers and vehicles at any given time and if this system will be available for use by SUPERINTENDENT.
- Yes _____ No _____ If yes, please include a complete description of the GPS tracking system: _____
- _____
13. Describe your emergency notification/calling capability. _____
- _____
- _____
14. For every education agency or non-public school in the State of California, which your firm is currently providing, or has provided with in the last five (5) years, home-to-school, and/or special education transportation services, please provide the following information:
- a. Name of agency
 - b. Address
 - c. Telephone Number
 - d. Contact Person
 - e. Name of your current terminal or location manager
 - f. Length of managers service at location
 - g. Types of service your firm provides at location
 - h. Number of vehicles utilized per location
 - i. Beginning and ending dates of current contract(s)

- j. If employees are covered under a collective bargaining agreement:
- i. Name of labor organization(s)
 - ii. Name and phone of labor organization(s), President or Regional Business Manager

SECTION B – LEGAL

4. Have you ever been terminated from any home to school student transportation services contract in the prior five (5) years? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

5. Have you ever been barred from bidding on any public home-to-school student transportation services contract? p? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

6. Have you ever defaulted on any home to school student transportation services contract in the prior five (5) years that resulted in a claim to a surety? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

7. Have you been assessed damages (i.e., liquidated damages) for any home to school student transportation services contract in the past five (5) years? Yes ____ No ____ If the answer is "Yes," give dates, names, and addresses of public agency and details.

-
8. Have you ever brought any claim(s) against a public agency? Yes ____ No ____ If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome.
-
-
-
-
-
9. Have you ever failed to complete a home to school student transportation services contract in the last five (5) years? Yes ____ No ____ If the answer is "Yes," provide name of public agency and details.
-
-
-
-
-
10. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? Yes ____ No ____ If the answer is "Yes," provide name of public agency and details.
-
-
-
-
11. Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the SUPERINTENDENT? Yes ____ No ____ If so, please elaborate.
-
-
-
-
12. Will your firm comply with all SUPERINTENDENT, local, State and Federal legal requirements, policies, rules and regulations and laws? ____ Yes No ____
13. Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this bid.

SECTION C – ADDITIONAL INFORMATION

14. Are you currently under contract for another home to school student transportation services contract? Yes ____ No ____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

15. Please provide any other information that may assist the SUPERINTENDENT in ascertaining your qualifications, capability, and customer service under any resultant agreement.

REFERENCES

16. List the names, address, telephone number, project description, project timeframe, project contact person, and contract amount of five (5) customers whom you provided substantially the same type of work specified herein in Orange County,

California within the past three (3) years. Information obtained through the references will be evaluated by the SUPERINTENDENT.

1. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____
2. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
3. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
4. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder is true and correct. Executed this ____ day of _____, 202__ at _____ State of _____.

City, County

Signature

Print Name

Title

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature

Print Name

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

SAMPLE TRANSPORTATION SERVICES AGREEMENT

This Agreement for School Transportation Services ("Agreement" or "Contract") is made and entered into and [_____] Date], by and between the Orange County Superintendent of Schools, (hereinafter referred to as "SUPERINTENDENT") and _____ Name], (hereinafter referred to as "Contractor or Provider.") SUPERINTENDENT and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS , absent an exception or exclusion, competitive solicitation is required pursuant to Education Code section 39802 when contracting for transportation of pupils with a person or corporation other than a common carrier or municipally owned transit system for an amount involving more than \$10,000 ;

WHEREAS , the SUPERINTENDENT is authorized to contract with any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS , the SUPERINTENDENT desires Contractor to provide the services as detailed herein, and

WHEREAS , Contractor represents itself able and, for a consideration, willing to perform the services for SUPERINTENDENT.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **SERVICES.** Contractor agrees to provide SUPERINTENDENT with the services, which are described on the Exhibit A, "Statement of Work" (the "Work" or "Services") attached hereto and incorporated herein by reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule as between SUPERINTENDENT and Contractor for providing such services and related vehicles. Contractor shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of SUPERINTENDENT, Contractor and SUPERINTENDENT shall cooperate with each other to work around such delay. However, SUPERINTENDENT shall not be responsible for any additional cost or expense to Contractor as a result of such delay unless specifically agreed to in writing by the SUPERINTENDENT. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Contractor hereunder, the Statement of Work may set forth those performance criteria agreed between SUPERINTENDENT and Contractor whereby the SUPERINTENDENT can evaluate whether Contractor has satisfactorily completed the Work ("Performance Criteria").

Contractor, at Contractor's sole cost and expense, shall furnish all vehicles, tools, equipment, apparatus, facilities, transportation, labor, and material necessary to

meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the SUPERINTENDENT.

2. **TERM.** The term of this Agreement shall commence on [___Date___], and terminate on _____, 2027. This Agreement may be extended by Amendment for four (4) additional one-year periods. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement, subject to direction of the SUPERINTENDENT as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles.
3. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor of the SUPERINTENDENT, and not as a partner, coventurer, agent, or employee of SUPERINTENDENT, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Contractor is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of SUPERINTENDENT or to bind the SUPERINTENDENT in any manner. Except for any materials, procedures, or subject matter agreed upon between Contractor and SUPERINTENDENT, Contractor shall have complete control over the manner and method of performing the Services.

Contractor understands and agrees to independent contractor status. Contractor understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Contractor, officers, agents, employees, or subcontractors of Contractor are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to SUPERINTENDENT employees. Contractor will be responsible for payment of all Contractor employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

4. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Contractor may, independent of Contractor's relationship with the SUPERINTENDENT, without breaching this Agreement or any duty owed to the SUPERINTENDENT, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the SUPERINTENDENT may, independent of its relationship with the Contractor, without breaching this Agreement or any duty owed to the Contractor contract with other individuals and entities to render the same or similar services to the SUPERINTENDENT.

5. ROUTING AND SCHEDULING.

- A. PRIOR TO THE START OF ANY TRANSPORTATION SERVICES UNDER THIS AGREEMENT, THE CONTRACTOR SHALL COOPERATIVELY ESTABLISH ROUTES/TRIPS AND SCHEDULES WITH SUPERINTENDENT. THE SUPERINTENDENT RESERVES THE RIGHT TO ADD OR DELETE ROUTES OR OTHER TRANSPORTATION SERVICES INCLUDING VEHICLES. CONTRACTOR AGREES TO HONOR THE SUPERINTENDENT'S INSTRUCTIONS. THE SUPERINTENDENT WILL BE RESPONSIBLE FOR THE ADDITIONAL COST IF SUCH CHANGES RESULT IN ADDITIONAL ROUTES OR TIME FOR OR ON EXISTING ROUTES.
- b. The SUPERINTENDENT may at any time during the term of the Agreement request routing revisions, scheduling, or vehicle assignments, or other transportation services, subject to written notice to Contractor.
- c. All routes, schedules, and stops must be approved by the SUPERINTENDENT. Any substantial change to routes by Contractor must be pre-approved by the SUPERINTENDENT with reasonable and sufficient advance notice of not less than thirty (30) days to the SUPERINTENDENT except under emergency situations or with the SUPERINTENDENT's prior written consent.
- d. Every effort shall be made by Contractor to maintain maximum but reasonable and acceptable vehicle and driver utilization insofar as feasibility and safety permits. Notwithstanding this provision, at all times Contractor shall be solely responsible for assuring the safety and reliability of vehicle and driver utilization for pupil transportation services provided under this Agreement.
- e. Changes or additions to routes shall be supplied to SUPERINTENDENT in writing by the Contractor no later than 5:00 p.m. on Wednesdays. Contractor shall implement those changes by the following Monday after receiving a receipt of written approval notification.
- f. Prior to any Contractor's personnel being assigned to provide any pupil transportation services or ancillary services and facilities under this Agreement, said personnel shall receive orientation from Contractor on proper dealing and communication with parents, staff, pupil management, relations with the schools and the general public.
- g. The SUPERINTENDENT has the sole discretion and option to reduce its transportation cost by eliminating vehicles, and/or school bell time changes, or other changes as to transportation services deemed reasonable and appropriate by the SUPERINTENDENT in its sole discretion. Any changes by the SUPERINTENDENT that require Contractor to reduce staffing levels, transportation vehicles or make other changes shall be provided to the SUPERINTENDENT, in writing, and all service charges under the Agreement adjusted proportionately.
- h. All services shall be performed, and all transportation vehicles provided, shall conform to the terms of this Agreement, and shall be provided to meet the needs of the SUPERINTENDENT and reasonable performance satisfaction of SUPERINTENDENT. Contractor further agrees to work with the SUPERINTENDENT in assessing its transportation needs, to identify areas of

cost and services reduction, and to assist in reducing where possible the SUPERINTENDENT's transportation costs.

6. **PAYMENT AND EXPENSES.** All payments due to Contractor are set forth in the Exhibit B, "Schedule of Fees" attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing or any provision in this Agreement, Contractor shall only bill the SUPERINTENDENT for transportation services actually delivered to and received by the SUPERINTENDENT for those services and vehicles actually used in conformance with SUPERINTENDENT direction as to needed transportation services, and adjustments to routes, schedule and utilization as directed by the SUPERINTENDENT.

Contractor shall send SUPERINTENDENT periodic statements indicating Contractor's fees and costs incurred and their basis and any current balance owed. The periodic statements shall itemize each date for which transportation services were provided, what services were provided, and vehicles used and for what routes or periods, and charges reflective of actual use as authorized by the SUPERINTENDENT. If no Contractor's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Contractor and combined with that for the following time period unless a statement is requested by the SUPERINTENDENT.

All payments due Contractor are set forth in "Schedule of Fees" and shall be paid by the SUPERINTENDENT within 30 days of receipt of a proper, undisputed invoice from Contractor, which invoice shall set forth in reasonable detail the services performed and when they were provided. The SUPERINTENDENT reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the SUPERINTENDENT's standards and procedures. In the event that any portion of an invoice submitted by a Contractor to the SUPERINTENDENT is disputed, the SUPERINTENDENT shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. As part of that process, the Contractor shall furnish to SUPERINTENDENT full and complete information on the basis for all charges during the period or for the billing in issue, broken down by actual costs incurred or other charges.

The rates set forth in Exhibit B, "Schedule of Fees" are not set by law but are negotiable between Contractor and SUPERINTENDENT.

Notwithstanding the foregoing, the SUPERINTENDENT shall not be responsible for payment to Contractor for payment for services which are not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by the SUPERINTENDENT to be removed or changed in accordance with the provisions of this Agreement.

7. **SAFETY PROGRAM:** Contractor shall be responsible for implementing and maintaining a comprehensive pupil transportation safety program. Contractor shall ensure all drivers are Passenger Assistance, Safety And Sensitivity (PASS) certified under the Community Transportation Association of American (CTAA)

program. A summary of the safety program and proof of each drivers PASS certification shall be provided for review by SUPERINTENDENT upon request.

8. **PUPIL DISCIPLINE/VANDALISM:** The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with SUPERINTENDENT. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's vehicles. Each driver shall handle all disciplinary matters in strict accordance with SUPERINTENDENT policy. In no case will a driver eject a pupil from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of the pupil, other pupils, the driver, and then only after radio notice to Contractor's terminal and to the pupil's building principal. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between and Contractor. Vandalism damages to Contractor's equipment or facilities shall be the responsibility of the Contractor. However, SUPERINTENDENT shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities. Contractor may, upon concurrence by SUPERINTENDENT, refuse to provide a student with transportation services until the vandalism damage caused by such student is paid in full.
9. **ASSIGNMENT AND SUBCONTRACTORS.** Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the SUPERINTENDENT, which may be withheld by the SUPERINTENDENT in its sole and absolute discretion. Nothing contained herein shall prevent Contractor from employing independent associates, subcontractors, and sub-consultants as Contractor may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the SUPERINTENDENT. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the SUPERINTENDENT, in its sole discretion, to terminate the Agreement.
10. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished reports prepared by the Contractor under this agreement shall, at the option of the SUPERINTENDENT, become SUPERINTENDENT property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the Agreement.
11. **FORCE MAJEURE.** The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or as otherwise provided in

this Agreement. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the SUPERINTENDENT and the Contractor as follows:

SUPERINTENDENT

Attn: _____

Street

City, State, Zip Code

E-mail Address

Telephone

Contractor

Attn: _____

Street

City, State, Zip Code

E-mail Address

Telephone

13. **WARRANTY.** Contractor hereby warrants to SUPERINTENDENT that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from SUPERINTENDENT of any breach or failure to do so, Contractor shall immediately act to rectify any performance shortfall and conform to the highest industry standards in performance.
14. **ADDITIONAL WORK.** If changes in the work seem merited by the Contractor or the SUPERINTENDENT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the SUPERINTENDENT in the following manner:

- a. A letter outlining the changes shall be forwarded to the SUPERINTENDENT by the Contractor with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the SUPERINTENDENT and executed by all of the parties before any performance of such services or the SUPERINTENDENT shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

15. COMPLIANCE WITH LAWS.

- a. Contractor hereby agrees that Contractor, officers, agents, employees, and subcontractors of Contractor shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- b. Contractor, officers, agents, employees, and/or subcontractors of Contractor shall secure and maintain in force for the full term of this Agreement, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and vehicles used necessary for completion of the Services described. Licenses and documentation include:
 - 1) Contractor shall comply with California Education Code section 39877 (vehicle with a maximum capacity of 10 or fewer persons, including the driver), or California Education Code section 39878 (vehicle with a capacity of more than 10 persons, including the driver) or both as applicable, regarding driver qualifications including, but not limited to:
 - a) Hold a valid California driver's license for the appropriate class of vehicle.
 - b) Be at least 21 years of age.
 - c) Pass a criminal background check, including fingerprint clearance.
 - d) Have a satisfactory driving record.
 - e) Not have demonstrated irrational behavior.
 - f) Not have been convicted of:
 - (1) a sex offense as defined in Section 44010 of the Education Code.
 - (2) a violent felony listed in subdivision (c) of Section 667.5 of the Penal Code, or a serious felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
 - (3) other offenses listed in subdivision (b) of Section 13370 of the Vehicle Code.
 - g) Participate in the Department of Motor Vehicles' pull-notice system.
 - h) Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code.

- i) Complete a medical examination not more than two years prior to the driver performing pupil transportation.
 - j) Submit and clear a tuberculosis risk assessment every four (4) years.
 - k) Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.
 - l) Complete initial training and subsequent required training.
 - m) Maintain a daily log sheet and complete the daily pre-trip inspection.
 - n) Complete training at least equivalent to the American Red Cross first aid training program.
- 2) School Bus Only
 - a) California Commercial Driver License,
 - b) School Bus Endorsement,
 - c) Passenger Endorsement,
 - d) CDE T-01 Training Verification,
 - e) Health Certificate.
- 3) School Pupil Activity Bus (SPAB),
 - a) California Commercial Driver License,
 - b) Passenger Endorsement,
 - c) CDE T-01 Training Verification,
 - d) Health Certificate.
- c. Any vehicle used to provide pupil transportation 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.
 - a) Exception: vehicles already subject to a statutory inspection program.
 - 2) Be equipped with a first aid kit and a fire extinguisher.
- d. Contractor shall sign and submit Exhibit C, "Attestation" signifying that Contractor is compliant with applicable laws.

16. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Contractor represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

17 INDEMNIFICATION.

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not. Contractor also agrees to pay for any and all damage to the real and personal property of the SUPERINTENDENT, or loss or theft of such property, or damage to the Property done or caused by such persons. SUPERINTENDENT assumes no responsibility whatsoever for any property placed on SUPERINTENDENT premises by Contractor, Contractor's agents, employees, participants, vendors, customers, or subcontractors. Contractor further hereby waives any and all rights of subrogation that it may have against the SUPERINTENDENT.
- b. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts of the SUPERINTENDENT or any of its governing board, officers, agents, employees, and/or volunteers.

18. **INSURANCE.** Contractor, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate.

Commercial General Liability insurance shall include coverage for bodily injury, property damage, premises and operations, products-completed operations and contractual liability, personal injury, liability assumed under an insured contract (Including tort of another assumed in a business contract) and independent contractors liability.

Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the SUPERINTENDENT, or any person, firm or corporation employed by the Contractor or the SUPERINTENDENT upon or in connection with this Agreement, including, any harm, cost, damage, claim, or cause of action arising out of the acts of omissions of the Contractor, its employees or any entity or its independent contractors.

The policy shall be endorsed to name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, employees, as additional insured as respects to the liability arising out of the

transportation services performed by or on behalf of Contractor under this Agreement.

Any and all subcontractors hired by Contractor in connection with the Services described in this Agreement shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

- b. **Physical Abuse, Sexual Abuse, Sexual Misconduct and Sexual Molestation** insurance with limits not less than \$5,000,000 per occurrence
- c. **Business Automobile Liability Insurance** with limits of not less than \$5,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, scheduled, non-owned, or hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other points designated by SUPERINTENDENT, and until time as status of passenger is terminated.
- d. **Professional Liability (Errors and Omissions) Insurance** appropriate to Contractor's profession, with limits not less than \$3,000,000 per occurrence or claim and \$5,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
- e. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Agreement and with workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. During the term of the Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the independent contractor/subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Agreement is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the SUPERINTENDENT certificates of insurance as required herein and in compliance with Labor Code section 3700. The Contractor shall require its subcontractors and any sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII

status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

- f. **Cyber and Data Privacy Liability Insurance** – because Contractor may receive, store or transmit confidential student information Contractor shall provide coverage for not less than \$1,000,000 per occurrence. Coverage shall include but not be limited to data breach and unauthorized access, privacy violations, failure to protect confidential student information, breach response, and notification costs. Coverage shall extend to subcontractors handling student data.
- g. It is expressly understood, however, that the coverage and limits referred to under the above sections shall not in any way limit the liability of the Bidder.
- h. If the Contractor or Contractor's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the SUPERINTENDENT requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SUPERINTENDENT.
- i. Contractor's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the SUPERINTENDENT. Contractor further hereby waives any and all rights of subrogation that it may have against the SUPERINTENDENT. Required endorsements are listed below.
- j. Certificates of Insurance. Contractor and any and all subcontractors working for Contractor shall provide certificates of insurance to the SUPERINTENDENT as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencing work for the SUPERINTENDENT, and at any other time upon the request of the SUPERINTENDENT. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the SUPERINTENDENT on or before commencement of the services under this Agreement.
- k. Endorsements. Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella, and/or Reinsurance; and Abuse and Molestation coverage shall name the SUPERINTENDENT, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the SUPERINTENDENT.
 - 1) General Liability: CG 20 26 10 01.
 - 2) Primary, Non-Contributory: CG 20 01 01 13
 - 3) Waiver of Subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13

- l. Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
 - m. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the SUPERINTENDENT. Contractor shall be responsible to pay that deductible or self-insured retention, and the SUPERINTENDENT shall not be responsible to pay these costs. In the event that Contractor's deductibles or self-insured retentions collectively total more than \$50,000.00, SUPERINTENDENT reserves the right to request proof of Contractor's financial solvency in relation to remittance thereof or require Contractor to post a bond guaranteeing payment of the deductible, or both.
 - n. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the SUPERINTENDENT.
 - o. Insurance written on a "claims made" basis is to be renewed by the Contractor and all Contractor subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Contractor for all claims made.
 - p. Failure to Procure Insurance. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the SUPERINTENDENT may immediately terminate this Agreement.
19. **GOVERNING LAW AND VENUES.** Contractor hereby acknowledges and agrees that SUPERINTENDENT is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of SUPERINTENDENT hereunder are subject to all applicable federal, state, and local laws, rules, and regulations, as currently written or as they may be amended from time to time.
- This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Orange, State of California, or a location mutually agreeable to both Parties. Contractor hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Contractor further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.
20. **DISPUTE RESOLUTION.**
- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
 - b. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Orange County Small Claims Court.

- c. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- d. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

- 21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.
- 22. **DOCUMENT RETENTION.** After Contractor's services to SUPERINTENDENT conclude, Contractor shall, upon the SUPERINTENDENT's request, deliver all documents for all matter in which Contractor has provided services to the SUPERINTENDENT, along with any property of the SUPERINTENDENT in Contractor's possession and/or control. If the SUPERINTENDENT does not request SUPERINTENDENT's document(s) for a particular service, Contractor will retain document(s) for a period of two (2) years after the service has ended. If SUPERINTENDENT does not request delivery of the document(s) for the service

before the end of the two (2) year period, Contractor will have no further obligation to retain the document(s) and may, at Contractor's discretion, destroy it without further notice to the SUPERINTENDENT. At any point during the two (2) year period, SUPERINTENDENT may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by Contractor without the prior written consent of the SUPERINTENDENT.

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof.
24. **Amendment.** This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
25. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
26. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
27. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
28. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.
30. **SIGNATURE AUTHORITY.** Contractor represents and warrants that Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SUPERINTENDENT internal use

- ☐ W-9 received
 - ☐ Attestation received
 - ☐ Insurance certificate received
 - ☐ Insurance endorsement(s) received.
-

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	SUPERINTENDENT	Contractor
By:	Signature	Signature
	Name	Name
	Title	Title
	Street	Street
	City, State, Zip Code	City, State, Zip Code
	E-mail Address	E-mail Address
	Telephone	Telephone

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 the SUPERINTENDENT 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 suspension

of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

NAME OF CONTRACTOR

Signature

Print Name

Title

CRIMINAL RECORDS CHECK OVERVIEW

State Legislation AB1610, AB162, AB2112, and Education Code 45125.1 requires criminal records checks of contractors' employees who have any contact with students while employed by a contractor who is under contract to a school district. The Orange County Superintendent of Schools requires that all contractors comply with this legislation prior to starting any work with the school district. Please carefully read the enclosed notice and form titled "Certification by Contractor Criminal Records Check."

Please complete this form and return it to the Executive Director, Business Operations prior to the performance of any work. Contractors must complete the fingerprinting requirements when the bid is awarded to them and before work can begin. Please contact the Executive Director, Business Operations at (714) 966-4085 for further information.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school Superintendent may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

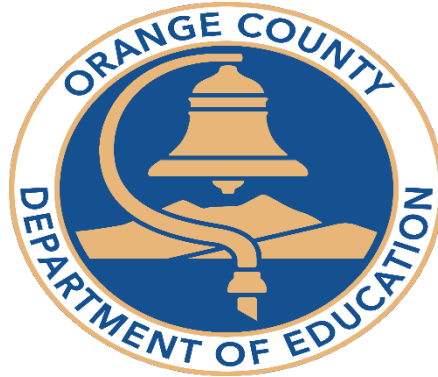
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school Superintendent that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**



To: Orange County Superintendent of Schools

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work, I will be performing for the Superintendent, my employees may have contact with students of the Superintendent.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code 2200-2208)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting certification is required for solicitations of goods or services of One million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS \$1,000,000 OR MORE

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000) or more.

OR

- ☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- ☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the Superintendent has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203© or (d). **A copy of the written permission from the SUPERINTENDENT is included with Bid.**

I, the official named below, certify I am under penalty of perjury under the laws of the State of California that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true and correct, and this certification is made under the laws of the State of California.

Date: _____

Legal Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title: _____

UKRAINE-RUSSIA CONTRACTING CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (“Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (“State Order”).

If awarded a contract with the Superintendent, your Firm must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, this Certification shall be part of your Response:

- (1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and
- (2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon Superintendent request, your firm will provide the Superintendent a written statement detailing your actions related to this section.

Executive Order 14065;
<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>

State Order N-6-22;
<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order>

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Company Name: _____
Authorized Signature: _____
Name: _____
Date: _____