

**REQUEST FOR PROPOSALS**  
**RFP NO. 2021/22-1**  
**STUDENT TRANSPORTATION SERVICES**

**Closing Date: May 26, 2022 at 1:00 p.m.**

**SUBMIT PROPOSALS via USPS or physically deliver to:**

4949 Foxen Canyon Rd., Santa Maria, CA  
93454

# REQUEST FOR PROPOSALS STUDENT TRANSPORTATION SERVICES

## **Background**

The Blochman Union School District hereinafter referred to as “BUSD” or the “District” is seeking proposals from professional student transportation companies to provide student transportation for approximately 160 kindergarten through eighth grade BUSD students. BUSD has 1 school site housing students in grades kindergarten through eighth grade..

## **Definitions**

1. As used herein, “RFP” means this Request for Proposal, RFP No. 2021/22-1 STUDENT TRANSPORTATION SERVICES
2. As used herein, “District” or “BUSD” means the BLOCHMAN UNION SCHOOL DISTRICT.
3. As used herein, “Proposer” means the Firm or Contractor submitting a Proposal.
4. As used herein, “Offer” means the Proposal.
5. As used herein, “Contract” means an associated Agreement with the District.

## **Minimal Requirements Pass/Fail**

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

1. All Proposal documents signed and submitted as specified.
2. Proposer has operated a Student Transportation program for a minimum of one (1) year with a minimum of 5 daily routes.

## **Securing Documents**

Each Proposal must conform and be responsive to the RFP and the Statement of Work. The complete solicitation packet including submittal documents, important dates, Sample Agreement, Scope of Work, Exhibits and Addenda is available for download via the BUSD Website at:

<http://www.blochmanusd.org/pages/bids/>

## **Interpretation of RFP Documents and Questions**

All questions about the meaning or intent of the request for proposal documents are to be directed to the District via email to [dbrown@blochmanusd.org](mailto:dbrown@blochmanusd.org) interpretations or clarifications considered necessary by the District will be posted on the web address listed above. Questions must be received by the “last day for questions date” posted on the website. Only answers to Bidders’ questions that have been posted <http://www.blochmanusd.org/pages/bids/> by the District by means of formal written Addenda from the District will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.

**Proposal Submission**

Submissions are due no later than **May 26, 2022 at 1:00 P.M.**

**Modification or Withdrawal of Proposal**

A Proposer may modify or withdraw a Proposal after submission up to the closing date posted.

**Late Proposals**

No Proposal or Proposal Modification will be accepted after the response closing date posted.

**Proposal Signature**

All Proposals must be signed by a responsible officer or employee authorized to bind the organization to the terms and conditions herein.

**Validity of Firm Proposal/Offer**

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

**Proprietary and Private Information**

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

**Public Opening of RFP's**

At the date and time stated for this solicitation, all proposals will be opened and the name of the respondents will be recorded and posted online at [www.blochmanusd.org](http://www.blochmanusd.org). To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

**Estimated Timeline**

EVENT	DATE
RFP Released	May 5, 2022
Last Day for Questions	May 12, 2022
Last Day for Amendments	May 19, 2022
Proposals Due/Opened	<b>May 26, 2022</b>
Notice of Intent to Award Issued	<b>May 31, 2022</b>

<b>Estimated Board Item/ Approval</b>	June 14, 2022
<b>Anticipated Implementation Date</b>	<b>August 18, 2022</b>

**Addenda/Amendments**

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

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

**Agreement Requirements**

The firm selected will be required to enter into an Agreement with the BUSD. The language set forth in Attachment 4 sets forth material terms which must be accepted by the vendor in such Agreements; BUSD may elect to modify or amend the terms of the Agreements set forth in Attachment 4, and may negotiate additional or alternate terms with the selected vendor prior to its execution.

**Errors and Corrections**

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

**Cost of Preparation of Proposals**

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

**Award of Contract**

1. Award will be made to the most responsible and responsive Proposer. The basis of the award will be determined by evaluation of items as listed in the section titled “**Evaluation and Scoring Process**” and any other established purchasing methods that are applicable.
2. The Proposer is solely responsible for the content of its Proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
3. BUSD reserves the right to reject any or all Proposals or any part of the Proposal and to waive informalities and minor irregularities in the Proposals received.
4. A formal Contract will be signed by the successful Proposer and BUSD to perform this service.
5. The terms and conditions contained in the attached sample agreement or, in the sole discretion of BUSD, terms and conditions substantially similar to those contained in the agreement, will constitute and govern any agreement that results from this RFP. If

Proposer takes exception to any terms or conditions set forth in the contract, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Exceptions are to be submitted under Tab 9, Supplemental Information. Proposer's exceptions will be reviewed by BUSD and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then BUSD may consider Proposer's exceptions when BUSD evaluates the Proposer's response.

6. BUSD Purchasing Department reserves the right to enter into discussions with any one or all of the Proposers after Proposals have been initially reviewed by BUSD.

### **Protest of Award**

Any Appeal by any Proposer regarding any other Proposal must be submitted in writing to the District, **before 4:00 p.m. of the fifth (5TH)** business day following the date of the notification of the Intent to Award (May 31, 2022). Appeals shall be submitted via email to Nancy Shafer, Interim Business Manager at [blochman@blochmanusd.org](mailto:blochman@blochmanusd.org) and shall meet all of the requirements listed below.

1. After District staff has evaluated the Proposals received and has determined the highest-ranked responsive and responsible Proposal for the award, a notification of the Intent to Award will be issued and sent to all Proposers.
2. Only a Proposer who has actually submitted a Proposal, and who could be awarded the contract if the Appeal is upheld, is eligible to submit an Appeal. Subcontractors are not eligible to submit an Appeal. A Proposer may not rely on the Appeal submitted by another Proposer.
3. A Proposer may appeal the District staff determination if the Proposer believes that the recommendation of intent to award is inconsistent with Board policy, the Proposal's specifications, or was not in compliance. All Appeal requests must be filed in writing with the Business Manager or designee within five (5) business days after the date of the notification of the Intent to Award.
4. The Proposer shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Appeal request. The Appeal must refer to the specific portions of all documents that form the basis for the Appeal. A Proposer's failure to file the Appeal documents prior to the Appeal deadline shall constitute a waiver of the Proposer's right to file an Appeal of the award of the contract.
5. The Business Manager or designee shall review the documents submitted with the Proposer's claim and render a decision in writing. The Business Manager or designee may convene a meeting with the Proposer to attempt to resolve the Appeal. Proposer shall attend the meeting when requested and may not delay the meeting.
6. The Proposer may Appeal in person the Business Manager or designee's decision to the Board. The Business Manager or designee will provide twenty-four (24) hour notice via email to the Proposer of the time for Board consideration of the Appeal. The Board's decision shall be final.
7. The Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party. The procedure and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of an Appeal. Failure to comply with these procedures shall constitute

a waiver of any right to further pursue the Appeal, including filing a Government Code Claim or instituting legal proceedings.

**Remit Address for Protest**

Blochman Union School District  
**Attention: Nancy Shafer, Interim Business  
Manager**  
4949 Foxen Canyon Rd.  
Santa Maria, CA 93454

**Examination of Contract Documents**

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

**Failure to Fulfill Contract**

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specification, the District may, at its sole discretion, annul and set aside the contract for the same items in such manner as is deemed by the Board of Education to be to the best interest of the Blochman Union School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

**Independent Contractor**

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

**Licenses and Permits**

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

**Insurance Requirements**

Successful Proposer shall acquire and maintain at his/her own expense all insurance described below. All insurance shall remain in full force and effect until final project completion and acceptance, as determined by the District. Within ten (10) calendar days of award of contract, Successful Proposer must furnish the District with the Certificates of Insurance proving coverage. Failure to furnish the required certificates and endorsements within the time allowed will result in withdrawal of award. A sample Certificate of Insurance is provided in *Attachment 7*.

1. **Commercial General Liability** Insurance for injuries including accidental death, combined single limit per occurrence in an amount not less than: \$5,000,000.00 each occurrence.
2. **Automobile Liability** combined single limit \$5,000,000.00
3. **Umbrella Liability** insurance in an amount not less than: \$20,000,000.00
4. **Sexual Abuse & Molestation Liability** single limit per occurrence in an amount not less than: \$1,000,000.00 each occurrence and \$10,000,000.00 aggregate.

Certificate and insurance policies shall include the following **clauses**:

5. **“This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”**
6. Certificates of Insurance shall state in particular: those insured, extent of insurance, location and operations to which insurance applies, expiration date, and cancellation and reduction notice.
7. Certificates of Insurance shall contain a waiver of subrogation naming the District as an additional insured under the policy description and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Endorsement must note: **“The Blochman Union School District, Board Members, Officers, Officials, Employees, Authorized Representatives, Agents and Volunteers are named as additional insured”**.

### **Workers' Compensation**

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation for his employees. **Contractor shall submit with Proposal Attachment 3. Certificate regarding Workers' Compensation.** A copy of the Proposer's Certificate of Insurance must be on file with the District prior to award and performing work under this contract.

### **Hold Harmless Clause**

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

### **Required Clearances for Staff**

1. **Tuberculosis Screening Clearance**: The Independent Contractor shall be responsible for ensuring compliance with tuberculosis screening procedures for all employees working

on site. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment and prior to permitting contact with students.

2. **Security Clearance:** The Independent Contractor shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code § 45125.1. The Manager's responsibility shall extend to all staff and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Manager. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment and prior to permitting contact with students participating in the Program.

### **Child Abuse Reporting**

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

### **Certification of Compliance with California Public Health Order - COVID-19 Testing**

Contracted staff must be either fully vaccinated or submit to weekly COVID-19 testing. Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);  
OR

1. a photo of a Vaccination Record Card as a separate document; OR
2. a photo of the client's Vaccination Record Card stored on a phone or electronic device;  
OR
3. documentation of COVID-19 vaccination from a health care provider; OR
4. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader the client name, date of birth, vaccine dates and vaccine type; OR
5. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

The District reserves the right to inspect records of either employee vaccination records or compliance with the weekly testing.

### **Prohibited Activities**

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

## **Contract Price Escalation/De-Escalation Requests**

Contract price shall remain firm for the duration of the initial one (1) year term. An annual price adjustment may be requested at the time of contract renewal. To be considered, the request for a price adjustment must be submitted to the District, thirty (30) calendar days prior to the optional renewal term. Price adjustment requests, including suitable proof (as defined below) shall be submitted, to:

**Blochman Union School District**  
**Attention: Doug Brown, Superintendent**  
4949 Foxen Canyon Rd., Santa Maria, CA 93454

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

### **Suitable Proof for Price Increase**

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

### **Price Decrease**

The District shall receive the benefit of a price decrease to any line item at any time if the decrease exceeds five (5) percent of the contract price.

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

### **Point of Contact**

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

### **Assignment**

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

### **Compliance with Law**

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

### **Attorney's Fees**

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

### **Governing Law/Venue Santa Barbara County**

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

### **Severability**

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

### **Proposal Agreement to Terms and Conditions**

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

### **Contract Term and Multi-Year Extensions**

The initial term of the contract shall be Two (2) years. The contract period shall begin after a fully executed signed agreement is in place, with the BUSD. The contract may be renewed for five (5), one-year (1) renewal terms, from the expiration date of the initial term. Annual renewal of this contract must be by mutual consent expressed in writing. The total potential contract term is six (6) years.

### **Contract Extension**

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

### **Non-Collusion Affidavit**

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

### **Anti-Discrimination**

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

### **Termination or Suspension of Services**

1. The District may terminate this Agreement immediately in the event that the District's Board or Superintendent reasonably concludes that Contractor's performance under this Agreement has endangered the health, safety or welfare of the District's pupils so as to

necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under this Agreement.

2. District may otherwise terminate this Agreement with the Contractor, without cause, by giving 180 days written notice of termination to the Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under this Agreement.
3. District may terminate this Agreement if District gives written notice to Contractor of its intent to terminate this Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this 60 day notice requirement:
  - a. Should the Contractor file for protection under the bankruptcy laws of the United States.
  - b. Should the Contractor repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Agreement.
  - c. Should the Contractor regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
  - d. Should the Contractor willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with this Agreement.

### **Right to Reject Proposals and Negotiate Contract Terms**

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

### **Evaluation and Scoring Process**

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

CRITERIA	POSSIBLE POINTS
Tab 1: Introduction Letter	0
Tab 2: Technology Audio/Visual and Routing System	15
Tab 3: Preventative Maintenance Plan	10
Tab 4: Customer Service and Communication	15
Tab 5: Operation Approach - Personnel	15
Tab 6: Safety Plan and Record	10
Tab 7: Cost/Pricing	60
Tab 8: Required Documents	0
Tab 9: Supplemental Information	0
<b>RFP Submission Total Maximum Points</b>	<b>125</b>
<b>Total Maximum Points</b>	<b>125</b>

### **Format**

All information submitted in response to this RFP request should be completed in the following order and meet the requirements as outlined below:

#### **Tab 1: Introduction Letter (0 possible points)**

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

#### **Tab 2: Technology Audio/Visual and Routing System (15 possible points)**

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

#### **Tab 3: Preventative Maintenance Plan (10 possible points)**

Describe your firm's preventive maintenance program. Include current fleet size, samples of records, checklists and a description of how you ensure that each vehicle receives the required maintenance within the scheduled interval.

In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.

Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.

**Tab 4: Customer Service, Communication and References (15 possible points)**

Provide a description of the processes, methods and technologies used to ensure frequent and adequate communications and any other customer service enhancements.

Describe any procedures and policies used in communicating with parents and the public.

Provide three (3) references from similar school districts, for which your company has provided student transportation. Two (2) of the three (3) districts must be in California.

**Tab 5: Operation Approach and Personnel (15 possible points)**

Provide resumes, which include qualification and responsibilities, of staff expected to be assigned to the management of this contract.

Provide a timeline and implementation approach with services beginning August 18, 2022.

Describe your current operation practices and procedures that ensure safe, timely, and effective transportation of students

Describe your experience and procedures for transporting students with disabilities.

Describe your training program(s) for your drivers and staff (including First Aid/CPR training requirements).

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

**Tab 6: Safety Plan and Record (10 possible points)**

Provide a description of your firm's safety programs implemented and any other technologies or other features that contribute to student safety beyond the minimum requirements of the RFP (e.g. camera/recording systems on the vehicles, telematics, collision-avoidance, etc.).

Provide a description of your firm's emergency response procedures in the event of a student emergency.

Provide a description of your firm's emergency response in the event of an accident.

Describe your training program(s) for students on bus safety.

Describe your company's process of evaluating school bus needs.

**Tab 7: Cost Proposal (60 possible points)**

Complete and submit Attachment "1" Cost Form

**Tab 8: Required Proposal Documents (0 possible points)**

The following proposal documents are required to be submitted:

Attachment	Document
2	Section A - Information Required of Proposer Section B - Legal
3	Section A - Non-Collusion Affidavit Section B - Certificate Regarding Workers' Compensation Section C - Certification of Compliance with California Public Health Order

**Tab 9: Supplemental Information (0 possible points)**

Provide additional information your firm would like to share. Note Tab 9, will not be scored.

## **OVERVIEW OF TRANSPORTATION SERVICES AND SPECIAL CONDITIONS**

### **Overview of Transportation Services**

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

The Blochman Union School District (BUSD) serves approximately 200 students on one site. Benjamin Foxen Elementary School is a full day 8:30 am-2:45pm regular calendar and a 8:30am – 12:45 pm minimum day schedule. BUSD student transportation services are provided through an independent contractor. The following data is an indication of the scope of operations:

### **Average Operation Schedule**

<b>Month</b>	<b>days</b>	<b># Buses</b>	<b># Passengers per bus</b>
JULY	0	0	0
AUG	10	2	84
SEPT	21	2	84
OCT	21	2	84
NOV	16	2	84
DEC	12	2	84
JAN	16	2	84
FEB	18	2	84
MAR	21	2	84
APR	14	2	84
MAY	21	2	84
JUNE	10	2	84
<b>TOTALS</b>	<b>180</b>	<b>2</b>	<b>168</b>

# Blochman Union School District



Students **MUST** ride their assigned bus  
 \*Edwards Cinema- back parking lot)



Your child(ren) are assigned to BUS \_\_\_\_\_ or Van

## 2022-2023 DAILY BUS SCHEDULE

Morning Pick Up:							
	BUS 1			BUS 2			
7:30am	1521 S Bradley*- Edwards			7:30am	1521 S. Bradley* -Edwards		
7:45am	Telephone/Clark			7:40am	1099 Foxen Canyon Rd		
7:50am	2935 E Clark Ave			7:52am	4345 Santa Maria Mesa		
8:00am	Arrive at School			8:05am	Arrive at School		

Afternoon Drop Off:							
	BUS 1			BUS 2			
2:53pm	Leave School			2:53pm	Leave School		
3:03pm	2935 E Clark Ave			2:56pm	4212 Foxen Canyon Rd		
3:08pm	Telephone/Clark			3:14pm	1099 Foxen Canyon Rd		
3:25pm	1521 S. Bradley*- Edwards			3:28pm	1521 S. Bradley*- Edwards		

\*\*Times and schedule are subject to change.\*\*

# Blochman Union School District



Students **MUST** ride their assigned bus  
 \*Edwards Cinema- back parking lot)



Your child(ren) are assigned to BUS \_\_\_\_\_ or Van

## 2022-2023 MINIMUM DAY BUS SCHEDULE

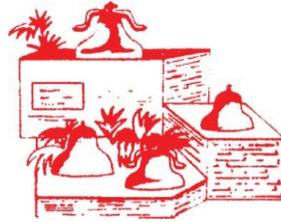
Morning Pick Up:							
	BUS 1			BUS 2			
7:30am	1521 S Bradley*- Edwards			7:30am	1521 S. Bradley* -Edwards		
7:45am	Telephone/Clark			7:40am	1099 Foxen Canyon Rd		
7:50am	2935 E Clark Ave			7:52am	4345 Santa Maria Mesa		
8:00am	Arrive at School			8:05am	Arrive at School		

Afternoon Drop Off:							
	BUS 1			BUS 2			
12:53pm	Leave School			12:53pm	Leave School		
1:03pm	2935 E Clark Ave			12:56pm	4212 Foxen Canyon Rd		
1:08pm	Telephone/Clark			1:14pm	1099 Foxen Canyon Rd		
1:25pm	1521 S. Bradley*- Edwards			1:28pm	1521 S. Bradley*- Edwards		

\*\*Times and schedule are subject to change.\*\*

School Calendar and Bell Schedules:

BLOCHMAN UNION SCHOOL DISTRICT 2022/2023 SCHOOL YEAR CALENDAR													
S	M	T	W	T	F	S							
	1	2	3	4	5	6							
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30	31										
<b>AUGUST</b> Aug. 11-16 Staff Development Days Aug. 18- First Day of School													
				1	2	3							
4	5	6	7	8	9	10							
11	12	13	14	15	16	17							
18	19	20	21	22	23	24							
25	26	27	28	29	30								
<b>SEPTEMBER</b> Sept. 5- Labor Day, <b>No School</b> Sept. 6- <b>Minimum Day</b> , Staff Development Sept. 20- <b>Minimum Day</b> , Staff Development Sept. 28-30 - Conferences, <b>Minimum Days</b>													
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30	31												
<b>OCTOBER</b> Oct. 4- <b>Minimum Day</b> , Staff Development Oct. 18- <b>Minimum Day</b> , Staff Development													
		1	2	3	4	5							
6	7	8	9	10	11	12							
13	14	15	16	17	18	19							
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27	28	29	30										
<b>NOVEMBER</b> Nov. 1- <b>Minimum Day</b> , Staff Development Nov. 10- End of 1st Trimester Nov. 11- Veteran's Day Observed, <b>No School</b> Nov. 15- <b>Minimum Day</b> , Staff Development Nov. 21-25 Thanksgiving Break, <b>No School</b>													
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18	19	20	21	22	23	24							
25	26	27	28	29	30	31							
<b>DECEMBER</b> Dec. 6- <b>Minimum Day</b> , Staff Development Dec. 16- <b>Minimum Day</b> Dec. 19-30 Christmas Break, <b>No School</b>													
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8	9	10	11	12	13	14							
15	16	17	18	19	20	21							
22	23	24	25	26	27	28							
29	30	31											
<b>JANUARY 2023</b> Jan. 2-6 Christmas Break, <b>No School</b> Jan. 16- Martin Luther King Day, <b>No School</b> Jan. 17- <b>Minimum Day</b> , Staff Development													
			1	2	3	4							
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26	27	28											
<b>FEBRUARY</b> Feb. 7- <b>Minimum Day</b> , Staff Development Feb. 13- Lincoln's Birthday Observed- <b>No School</b> Feb. 20- President's Day, <b>No School</b> Feb. 21- <b>Minimum Day</b> , Staff Development													
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<b>MARCH</b> Mar. 7- <b>Minimum Day</b> , Staff Development Mar. 8- End of 2nd Trimester Mar. 9-10 <b>No School</b> Mar. 16-17 - Conferences, <b>Minimum Days</b> Mar. 21- <b>Minimum Day</b> , Staff Development													
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30													
<b>APRIL</b> Apr. 4- <b>Minimum Day</b> , Staff Development Apr. 7-14 - Spring Break, <b>No School</b> April 18- <b>Minimum Day</b> , Staff Development													
	1	2	3	4	5	6							
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14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30	31										
<b>MAY</b> May 2- <b>Minimum Day</b> , Staff Development May 16- <b>Minimum Day</b> , Staff Development May 25 - Conferences, <b>Minimum Day</b> May 26-29 - Memorial Day, <b>No School</b>													
				1	2	3							
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18	19	20	21	22	23	24							
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<b>JUNE</b> Jun. 6- <b>Minimum Day</b> , Staff Development Jun. 14- Last Day of School													
<table border="0"> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #f08080; border:1px solid black;"></span> End of Trimesters</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #4682b4; border:1px solid black;"></span> First and Last Days of School</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #90ee90; border:1px solid black;"></span> Minimum Days</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #ffcc99; border:1px solid black;"></span> Parents Conferences, Minimum Days</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #d8bfd8; border:1px solid black;"></span> School Closed</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #ffff00; border:1px solid black;"></span> School Closed for Holidays</td> </tr> <tr> <td><span style="display:inline-block; width:15px; height:10px; background-color: #add8e6; border:1px solid black;"></span> Staff Development Days</td> </tr> </table>							<span style="display:inline-block; width:15px; height:10px; background-color: #f08080; border:1px solid black;"></span> End of Trimesters	<span style="display:inline-block; width:15px; height:10px; background-color: #4682b4; border:1px solid black;"></span> First and Last Days of School	<span style="display:inline-block; width:15px; height:10px; background-color: #90ee90; border:1px solid black;"></span> Minimum Days	<span style="display:inline-block; width:15px; height:10px; background-color: #ffcc99; border:1px solid black;"></span> Parents Conferences, Minimum Days	<span style="display:inline-block; width:15px; height:10px; background-color: #d8bfd8; border:1px solid black;"></span> School Closed	<span style="display:inline-block; width:15px; height:10px; background-color: #ffff00; border:1px solid black;"></span> School Closed for Holidays	<span style="display:inline-block; width:15px; height:10px; background-color: #add8e6; border:1px solid black;"></span> Staff Development Days
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<span style="display:inline-block; width:15px; height:10px; background-color: #4682b4; border:1px solid black;"></span> First and Last Days of School													
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Board Approved: 4/12/2022													



**Blochman Union School District**  
**Benjamin Foxen Elementary School**

4949 Foxen Canyon Road

Santa Maria, CA 93454

(805)937-1148 • FAX (805)937-2291

## 2022-2023 School Year Schedules

<b>K-8th Grade Daily Schedule</b>		
8:00-8:30	-	Drop off and optional breakfast
8:30	-	Instruction Begins
9:40-9:50	-	K, 1st & 2nd Recess
9:55-10:05	-	3rd & 4th Recess
10:10-10:20	-	5th & 6th Recess
10:25-10:35	-	7th & 8th Recess
11:20-12:00	-	K - 4th Grades Lunch and Recess
12:05-12:45	-	5th - 8th Grades Lunch and Recess
1:25-1:40	-	K - 2 Recess
2:45	-	Dismissal

<b>K-8th Grade Minimum Day Schedule</b>		
8:00-8:30	-	Drop off and optional breakfast
8:30	-	Instruction Begins
9:40-9:50	-	K, 1st & 2nd Recess
9:55-10:05	-	3rd & 4th Recess
10:10-10:20	-	5th & 6th Recess
10:25-10:35	-	7th & 8th Recess
11:15-11:55	-	K - 4th Grades Lunch and Recess
12:00-12:40	-	5th - 8th Grades Lunch and Recess
12:45	-	Dismissal

## **SPECIAL CONDITIONS**

### **Minimum Standards of Performance**

1. On-Time Performance:
2. Contractors shall provide services that meet the following targets:
  - a. Delivery of students in the AM to their school no later than 20 minutes prior to the bell time of the school. > 90% (this allows for breakfast)
  - b. Null values in the daily arrival report must be less than 5% of the total routes assigned.
3. One driver, one route:
  - a. All routes will have a driver assigned. Drivers are in attendance >90% of the billing cycle
4. Post trip child check:
  - a. Drivers will complete a physical walk through of the bus after each run to determine if any students or belongings are left.
  - b. Drivers will assure that no students are remaining on the bus.

### **Performance Measures**

1. Route/Asset/Drivers substitution completion: 100%
2. Contractor will ensure that all substitutions of buses and drivers are completed within 30 minutes of the scheduled route times.
3. Incident Response Rate: < 20 minutes
4. Contractor will provide in the field response to any incident in less than 20 minutes
5. Complaint/Investigation Response: 24 hours
6. Contractor will provide a timely response to District and customer complaints and concerns. Missing child or other serious complaints will require more immediate attention. < 30 min
7. Video recording: 48 hours
8. Contractor will provide copies of requested video recordings within 48 hours of requests. In the event of a heightened request, the Contractor will provide video within 24 hours of request.

## **Contractor Staff**

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

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

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

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

The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The Contractor further agrees that the District shall have the right by written order to require removal from the Contractor's operation serving the District any person(s) or driver(s) who in the opinion of the District, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

## **Contractor's Site Manager**

1. Contractor shall provide a manager with significant supervisory experience in the field of student transportation.

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

### **Apparel And Name Badges**

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

### **Field Trips - Other Bussing Activities**

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

### **Student Behavior Problems**

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

### **Bus Requirements**

#### **Vehicles**

1. The number of buses currently being used in support of this contract is 2. Each bus shall be constructed and equipped to meet school bus standards for approvability as required by Federal and State of California Laws, rules or Regulations and/or the School District.
2. All buses, including the spares, shall be plainly and visibly marked with the company name in black letters and bus number on the front, side and rear of the vehicle.
3. In addition to the number of buses required, the Contractor shall have a minimum of one (1) spare buses available for immediate use at all times during the 180-day academic year. If additional bus levels will be evaluated and adjusted annually during the term of the agreement.

#### **Vehicle Safety/State Inspections**

1. The Contractor shall keep all buses specified and provided for in a safe and fully operational condition at all times, and furnish the District with official copies of inspection reports for each bus in conformity with Regulations for such inspections as required by the State of California.
2. The Contractor shall submit to the School Committee a preventative maintenance program which will ensure that each bus will have regularly scheduled maintenance.
3. At all times, school buses are to be kept in a condition of cleanliness, both interior and exterior, to the satisfaction of the District.
4. School buses shall be equipped with all safety equipment to ensure safe transportation of students.
5. All equipment and buses shall be subject to inspection and examination by the District, at any and all times during the term of the Contract. Buses failing to meet safety requirements will be rejected by the District and shall be promptly declared inoperable and not permitted to transport students. Any bus which is rejected by the District shall be removed immediately by the Contractor and replaced within five (5) business days.

#### **Vehicle Equipment Communication**

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

### **Vehicle Display Advertising**

School buses shall not display any advertisement, political or otherwise, on either the inside or the outside of the vehicle.

### **Vehicle Monitoring By Video Surveillance**

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

### **Vehicle Monitoring By Global Positioning System**

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

### **Age of Vehicles / Fleet Replacement**

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

At no time during this Contract will any bus (including spares) in excess of 15 years of age be used for any transportation service required.

### **Vehicle Maintenance, Upkeep And Upgrade**

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

### **Vandalism**

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

### **Housing**

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

### **Trial Run**

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

**Invoicing**

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

1. Invoice should reflect total cost for each program, Gen Ed, athletics, any after school activities.
2. Attendant cost
3. Field trips to be invoiced separately and arranged by date
4. Invoices to be submitted monthly to [dbarnes@blochmanusd.org](mailto:dbarnes@blochmanusd.org), cc: [blochman@blochmanusd.org](mailto:blochman@blochmanusd.org).

**ATTACHMENT 1: COST SCENARIO FORM**

**Submit in Tab 7**

1) Bussing Daily Cost Scenario					
Bus Type	# of Buses Per Day	Daily Rate Per Bus	Subtotal Bus Total x Hourly Rate	Estimated # School Days	Subtotal x
80-84 Passenger Bus 3 Hour Rate		\$	\$	180	\$
80-84 Passenger Bus 4 Hour Rate		\$	\$	180	\$
80-84 Passenger Bus 5 Hour Rate		\$	\$	180	\$
		\$	\$	180	\$
		\$	\$	180	\$
		\$	\$	180	\$
		\$	\$	180	\$
		\$	\$	180	\$
		\$	\$	180	\$
<b>Total Bussing Daily Scenario Cost</b>					<b>\$</b>

<b>Cost Summary</b>	
<b>Bid Item</b>	<b>Annual Cost</b>
<b>Bussing Daily Cost Scenario</b>	\$
<b>Annual Field Trip and After School Activities Cost Scenario</b>	\$
<b>Total Net Bid Amount</b>	\$

SECTION A  
INFORMATION REQUIRED OF PROPOSER

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

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

**GENERAL INFORMATION:**

COMPANY NAME: \_\_\_\_\_

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

PRINTED NAME AND TITLE: \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ DUNS#: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ FEDERAL TAX ID NO: \_\_\_\_\_

TYPE OF FIRM: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**MINORITY BUSINESS TYPE: (Check One)**

<b>Minority Business Enterprise</b>		<b>Women-Owned Business Enterprise</b>	
<b>Physically Challenged Business Enterprise</b>		<b>Veteran/Disabled Veteran Business Enterprise</b>	
<b>Small Business Enterprise</b>		<b>Not Applicable</b>	

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

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

SECTION A - (Continued)

INFORMATION REQUIRED OF PROPOSER

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

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2) Please provide your California Business License No. \_\_\_\_\_

i) Do you have any other business licenses? \_\_\_\_\_

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

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

License No. (if any) \_\_\_\_\_

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

5) How many years of experience does your firm have providing similar services? \_\_\_\_\_.

6) How many public agencies does your firm currently provide similar services for? \_\_\_\_\_

**ATTACHMENT 2  
SECTION B – LEGAL**

**Submit in Tab 8**

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

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

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

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

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

If Yes, provide details:

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

If Yes, provide details:

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**ATTACHMENT 2**  
**SECTION B – LEGAL (continued)**

**Submit in Tab 8**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

at \_\_\_\_\_, State of California.  
City, County

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

SECTION A  
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

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

**Signature of Officer:** \_\_\_\_\_

**Name of Officer:** \_\_\_\_\_

(Type or Print Name)

**Name of Company** \_\_\_\_\_

**ATTACHMENT 3**                      **Submit in Tab 8**  
**SECTION B**  
**CERTIFICATE REGARDING WORKERS' COMPENSATION**

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

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

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

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

Signature of Officer or Authorized Agent    By: \_\_\_\_\_

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

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

SECTION C  
REQUIRED CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH CALIFORNIA PUBLIC HEALTH ORDER

On August 11, 2021, Governor Newsom announced that all school staff must be either fully vaccinated or submit to weekly COVID-19 testing. "Provider Name" (Provider) employees who work with district students, in-person or on-site, will be required to comply with these requirements as well. Provider will be required to gather evidence verifying employees vaccination status or ensure that unvaccinated employees submit to weekly COVID-19 testing.

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. A photo of a Vaccination Record Card as a separate document; OR
3. A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. Documentation of COVID-19 vaccination from a health care provider; OR
5. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader the client name, date of birth, vaccine dates and vaccine type; OR
6. Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

Compliance with either of these alternatives was required beginning October 15, 2021. The District reserves the right to inspect records of either employee vaccination records or compliance with the weekly testing regime beginning October 16, 2021.

Therefore, Provider agrees to require that each one of their employees performing in-person services to SMBSD students or on SMBSD campuses will be fully vaccinated or will submit to weekly COVID 19 testing. In no instance will a provider employee report to work after receiving a positive test result for COVID 19 or when experiencing COVID 19 symptoms. Further, Provider agrees to gather and will make available upon request, evidence as defined in 1-6 above, through the duration of the public health order containing this mandate in determining which of their employees are exempt from testing and which will be required to test every week. Any future mandates or changes to existing requirements will be discussed, and added into this agreement through a contract amendment.

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

Signature of Officer or Authorized Agent By: \_\_\_\_\_

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

**ATTACHMENT 4  
SAMPLE AGREEMENT**

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

**Article 1 - SCOPE OF WORK:**

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

**RFP 5202 - STUDENT TRANSPORTATION SERVICES**

**Article 2 - TIME FOR COMPLETION:**

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

**Article 3 - CONTRACT PRICE:**

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

**Article 4 - MULTI-YEAR EXTENSIONS:**

The initial term is two (2) years with five (5), one (1) year optional renewal terms. Annual renewal of this contract must be by mutual consent expressed in writing. Total potential contract term of six (6) years.

**ATTACHMENT 4  
SAMPLE AGREEMENT (continued)**

**Article 5 - COMPONENT PARTS OF THE CONTRACT:**

1. Notice of Proposals
2. Instruction and Conditions
3. The Proposal, as accepted
4. Scope of Work

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. The agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, the above-named parties have duly executed this Agreement, on the day and year first above written.

**Contractor**

**Sample Agreement – Do not complete**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**Blochman Union School District**

**Doug Brown**  
Superintendent

\_\_\_\_\_  
Signature Date