

# **SPECIAL EDUCATION NON PUBLIC SCHOOLS PUPIL TRANSPORTATION SERVICES FOR THE BERKELEY UNIFIED SCHOOL DISTRICT**

## **INFORMATION FOR PROPOSERS**

### **A. INTRODUCTION**

The Governing Board of the Berkeley Unified School District is seeking proposals for Passenger Vehicle Special Education Non Public Schools Pupil Transportation Services. These services include, but are not limited, to transportation to and from home for all bell schedules, including the transportation of ambulatory and non-ambulatory students with physical, mental or emotional disabilities. Transportation may also be needed for field trips or other destinations as required.

This solicitation for proposals is for passenger vehicle Special Education Non Public Schools Pupil Transportation services only (not daily school bus).

These Instructions to Proposers are expressly included in and made a part of the Contract for these services, in addition to any instructions or conditions stated elsewhere in the Proposal documents.

It is the responsibility of the proposer to check the District website at [www.berkeley.net](http://www.berkeley.net) for any additional information or addenda before submitting a response.

### **B. DEFINITIONS**

Whenever the words and terms set forth in this paragraph appear in any of the Contract Documents, they shall have the following meaning:

1. "Proposal" as used herein consists of all of the following:
  - a. A completed Proposal Form.
  - b. A completed Proposer's Questionnaire.
  - c. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
  - d. A copy of the Contract.
  - e. Non-collusion Affidavit.
  - f. Criminal background investigation/fingerprinting certification.
2. "Proposer" as used herein includes: A Proposer who submits a proposal, a Proposer to whom a contract is awarded, and a Proposer who has entered into a contract with the District.
3. "Board" shall mean the Board of Education of Berkeley Unified School District, Alameda County, State of California.
4. "Buyer" as used herein means Berkeley Unified School District.
5. "Contract" shall mean the complete contract which includes all of the contract documents.
6. "Contract Documents" as used herein includes the contract, any addenda or subsequent amendments thereto, and all of the Proposal Documents.

7. “Contractor” shall mean the Party entering into a contract with the District for furnishing items covered by the contract and his or her authorized agents or legal representatives.
8. “District” shall mean the Berkeley Unified School District, Los Angeles County, State of California.

## **C. BACKGROUND, OBJECTIVES, AND SPECIFICATIONS**

Berkeley Unified School District (“District”) is seeking proposals from established responsible firms with at least three (3) years’ experience in providing special education transportation services to students, including the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities. Proposers must possess and agree to furnish all labor, equipment, transportation, services, licenses and permits, and insurance coverage for the work described in the specifications listed in the attached Proposal Form at the prices specified therein.

Award of a contract, if made by the Board of Education, will be based upon total review and analysis of the factors as presented in these Proposal Documents and what is deemed to be in the best interest of the District. The District reserves the right to make an award without further discussion of the proposals received.

The District reserves the right to accept or to reject any or all proposals and any part thereof and to waive any and all irregularities in any Proposal if it is in the best interest of the District.

### **1. Award Criteria**

In making the award, the District will take into consideration factors including, but not limited to, the following:

1. Proposer’s experience in special education passenger vehicle operations, to include the transportation of ambulatory and non-ambulatory students and students with physical, mental or emotional disabilities – a minimum of three (3) years will be required.
2. Proposer’s financial responsibility and capability.
3. Proposer’s operational safety record – safety records at least equal to the state-wide average for passenger vehicle operators in California is required.
4. Proposer’s shall have in place a defensive driving training program attuned to federal standards.
5. Proposer’s driver training specific to different types of disabilities and behavioral issues.
6. Type, age and condition of passenger vehicles to be used in performance of the Contract, if possible with capability of electronic GPS system. The District anticipates the need for forty (40) regular vehicles, ten (10) regular vehicles will require car seats and one (2) vehicle with wheelchair stations.
7. Proposer’s proof of drug testing and participation in a full notice program.
8. Health and Safety (Tuberculosis Testing) required for all drivers coming in contact with students.
9. Assurance that the Proposer will be in effective operation by the starting date of the Contract.
10. Adequate insurance coverage as required by the Contract.
11. Employee driving history record within the last three (3) years; information provided by California Department of Motor Vehicles (H-6 Printout; annual driving record from DMV Employer Pull Notice Program
12. Provide a minimum of three (3) current professional references for services rendered.

Without limitation to the District’s right to reject proposals, as set forth herein, if, at the time set for the award of the Proposal, the Board of Education has failed to appropriate or allocate funds for future periodic payments under the proposed contract, the Board of Education reserves the right to reject all proposals.

Award will be made in aggregate for all services required.

## **2. Evidence of Responsibility; Certifications, and Assurances**

- a. Prior to award, the District may require submittal of certifications, documents and assurances from Proposer which will include, but not be limited to, the following:
  - i. Evidence of responsibility in the following areas: the Proposer's financial resources, insurance coverage, business history, vehicle maintenance, special education pupil transportation experience including the transporting of ambulatory and non-ambulatory students and students with other disabilities, and ability to provide service.
  - ii. A letter of organization listing the firm's members, officers, and the persons authorized to sign legal documents. Should a change be contemplated in the name of the successful Proposer's legal entity, the Proposer shall first notify the Purchasing Supervisor in order that proper steps may be taken to have the change reflected in the Contract.
  - iii. Evidence prior to award that Proposer owns or has guaranteed delivery of equipment required under the Contract.
  - iv. Evidence of Proposer's intent and ability to comply with, the California Public Utilities Commission, California Department of Motor Vehicle Laws, Rules and Regulations, any Federal Minimum Standards governing passenger vehicle transportation of school pupils, and any other applicable laws and regulations during the term of the Contract.
  - v. A letter of commitment from Proposer's insurance provider(s) to provide the insurance coverage as specified in the Contract.
- b. Once the Contract has been awarded by the District, the Contractor, **within fifteen (15) calendar days of written Notice of Award**, shall provide proof of insurance, a valid California Public Utilities Commission TCN number for passenger carrying and endorsements and all contract documents, and provide them to the District. Contractor is not entitled to receive any payment from the District under the contract until the contractually required proof of insurance, valid TCN number and endorsements and an executed contract are provided by the Contractor to the District.

## **3. Failure to Perform Following Award**

If a Proposer to whom an award was given, refuses or fails to execute the Contract and provide the required information, insurance certificates within fifteen (15) working days after the award of the Contract, the District may, at its option, determine that the Proposer has abandoned his/her proposal, declare the award of the Contract null and void, and accept the proposal of and make the award to any other Proposer pursuant to the requirements set forth, above.

## **4. Objectives of Contract and Specifications**

The District desires to offer non-public passenger vehicle transportation to special education students. The number of students can vary frequently, depending on need. As of this date, fifty-eight (40) students are being transported in passenger vehicles. Other background information includes:

1. The ages of the overall student ridership is between 3 and 22.
2. There may be the need to transport non-ambulatory students. Wheelchair stations may be required.
3. Students are being transported to and from home to several non-public school campuses, school sites.
4. Students are currently being transported in passenger vehicles such as cars and vans seven (7) passengers or less).

5. Mid-day transportation may be required for minimum days, local field trips, and other events.
6. All passengers vehicles shall be clean
7. The window for drop off and pick up is five (5) minutes before the AM (morning) bell time and five (5) minutes after the PM (afternoon) bell time.
8. Upon arrival at school, students may not leave the vehicle until the student's teacher or aide is present to receive the student at the school site or other pre-determined location
9. Upon arrival at home or daycare, students may not leave the vehicle until a parent, guardian, or authorized daycare provider is there to receive the student at the home, group home, or daycare facility.
10. A parent, guardian, or Special Education Department staff may authorized the transportation provider to drop off the student without adult supervision being present. It is the responsibility of the successful Proposer and drivers to keep track of those students who may be dropped off without adult supervision.
11. Students shall require to be fasten in restraints (seat belt) at all times. Restraints must be properly installed in vehicles.
12. The regular school year is 180 days. The extended school year is an additional thirty (30) days (June-August).
13. The District anticipates that a total of forty (40) vehicles will need to be available for the current load. Of the forty (40), two potential (2) minimum should have wheelchair stations and approximately ten (10) may require a car seat.

Proposed prices for the above-mentioned daily passenger vehicle special education pupil transportation service are to be submitted at the Proposer's base rate. The District reserves the right to add or delete routes at any time. Provision of special education pupil transportation services will include the transportation of ambulatory and non-ambulatory students and students with physical, mental, and emotional disabilities who require the use of specialized equipment. The successful Proposer must be able to provide appropriate vehicles with lift-gates and other modifications necessary to safely transport such students.

## **5. Contractor Safety Requirements**

The successful Proposer shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Proposer's activities.

All equipment and supplies provided and work performed by the successful Proposer for the District shall fully conform to all applicable state, local and federal safety laws, rules, regulations, and orders.

## **6. Proposer Qualifications**

- a. Proposers must have a minimum of three (3) years of experience in providing special education pupil transportation services for both ambulatory and non-ambulatory students and students with other disabilities, to be considered a qualified Proposer.
- b. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence demonstrating the Proposer's financial resources, the Proposer's experience in the type of work required by the District, the Proposer's equipment and operators available for the performance of the Contract, and any other required evidence of the Proposer's qualification to perform the proposed Contract. The District may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed Contract may result in rejection of the proposal.
- c. Each Proposer and their subcontractors. if anv. must possess all the required licenses or other permits.

- d. The successful Proposer shall provide equipment and operators which meet the regulations issued by the federal government and the State of California. The successful Proposer shall be responsible for all fees related to the maintenance and operation of all the equipment and for the licensing of operators.

## **7. Insurance**

Contractor shall procure and maintain for the duration of this Contract or any renewal thereof such comprehensive or commercial general liability and automobile as set forth herein as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Insurance shall be procured from 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.

Contractor shall maintain limits no less than:

- a. **Comprehensive or Commercial General Liability Insurance** with limits not less than **\$8,000,000** combined single limit per occurrence for bodily injury, death, personal injury and property damage, including coverage for contractual liability, personal injury, and independent contractors; 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 District, or any person, firm or corporation employed by the Contractor or the District 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.
- b. **Comprehensive or Business Automobile Liability Insurance** with limits not less than **\$1,000,000** combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and 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 point designated by the District, and until time as status of passenger is terminated.
- c. **Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance** with limits not less than **\$1,000,000** per occurrence.
- d. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Contract 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 this 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 Contract 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 District 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.

## **PROPOSAL PREPARATION**

A complete Proposal must consist of the following documents:

1. Completed Proposal Form
2. Completed Proposer's Questionnaire
3. Signed Non-collusion Affidavit
4. Signed Workers' Compensation form
5. Completed criminal background investigation/fingerprinting certification
6. Signed Contract
7. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
8. Copy of current business license in jurisdiction of operation.

In order to preserve uniformity and to facilitate the award of Contracts, no proposals will be considered unless made upon forms furnished by the District.

All items on each Proposal form must be filled out.

The Proposer must respond separately for each item, unless otherwise requested herein, and shall indicate on the Proposal Form the unit price for each item listed and the total price for furnishing the total service for each item. The percent or amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the correction shall be initialed in ink by the person signing the proposal. No corrections can be made after the time of opening proposals.

All proposals must give the full business address of the Proposer and must be signed in longhand by the person(s) duly authorized to sign the Proposal Form on behalf of the Proposer.

All proposals must be submitted in sealed envelopes clearly labeled on the outside: "**RFP No. [REDACTED]** **Passenger Vehicle Special Education Non Public Schools Pupil Transportation Services.**" No electronic responses will be accepted. Proposals shall be submitted to:

**Berkeley Unified School District**  
**Tom Bollinger, Purchasing Supervisor**  
**2020 Bonar Street, Berkeley California 94702**  
**Phone: (510) 644-6431**  
[tombollinger@berkeley.net](mailto:tombollinger@berkeley.net)

It is the sole responsibility of each Proposer to see that a completed Proposal is received in proper time. Proposers submitting proposals by U.S. Mail will not receive confirmation of delivery. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer, unopened.

**Timeline:** Public Notice: [REDACTED]  
Questions by: [REDACTED]  
Proposals Due: [REDACTED]  
Award Recommendation to Board of Education: [REDACTED]

## ***GENERAL TERMS AND CONDITIONS***

## **AGREEMENT**

In compliance with this request for proposals, the selected Proposer(s) will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

## **ALTERATION OR VARIATION OF TERMS**

It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing by the District. In addition, no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing shall be binding on the District.

## **ASSIGNABILITY**

The successful Proposer(s) shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer(s) assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

## **COMPLIANCE WITH STATUTE**

The Proposer(s) warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

## **CONTRACT**

The successful Proposer(s) will be required to sign the District's standard contract for services. A copy of the contract is attached and must be signed and returned with the proposal.

## **CONTRACT TERM**

The initial term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_ and is renewable for up to three (3) additional years by mutual agreement.

## **DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the contract, if any, is awarded or the District has rejected all proposals. The District will have no liability to Proposer(s) as a result of any public disclosure of submitted materials.

## **DISTRICT INVESTIGATIONS**

The District may perform investigations of Proposers that extend beyond contacting the references identified in the proposals. The District may request that Proposers submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## **ERASURES**

The proposal submitted must not contain any erasures, interlineations, or other corrections.

## **ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the



document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of an known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

### **FINANCIAL STABILITY**

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

### **FINGERPRINTING REQUIREMENTS**

The Contractor will comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract. Updated lists shall be provided when any changes occur.

### **INDEPENDENT CONTRACTOR**

While performing services for Berkeley Unified School District, the selected Proposer(s) shall be an independent contractor and not an officer, agent, or employee of the District.

### **INSURANCE REQUIREMENTS**

If selected, Proposer(s) shall obtain, pay for, and maintain in effect during the life of this Agreement the policies of insurance detailed in above.

### **MODIFICATIONS**

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the RFP may result in the rejection of the proposal as not being responsive to the RFP. No oral or telephonic modification of any proposal submitted will be considered.

### **MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to submit more than one response to this solicitation for proposals, unless alternate proposals are specifically called for.

### **NON-COLLUSION DECLARATION**

Proposers are required to submit the attached Non-Collusion Declaration with their Proposals.

## PREPARATION OF PROPOSAL

Berkeley Unified School District is requesting ONE (1) Original and Three (3) copies of the proposal to be submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the RFP number. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

# BERKELEY UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS

The Berkeley Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. The District reserves the right to waive any informalities or irregularities in received submittals. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. This RFP does not obligate San Gabriel Unified School District to negotiate or award a contract. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Berkeley Unified School District intends to award to the lowest, responsive, responsible bidder; provided, however, pursuant the Education Code 39802, if the District believes that the public interest will be best served by accepting other than the lowest bid, the District retains the option to recommend to the Board of Education that the Contract be let to the other than the lowest bidder.

Proposals will be evaluated on basis of price, compliance to the specifications, statement of qualifications, State of California safety and compliance records, drivers training program, type, age and condition of vehicles used under the contract, effectiveness, insurance coverages and references provided by the Proposer.

The District reserves the right to consider any other pertinent information in determining what Contractor can best serve the interests of the Berkeley Unified School District. Proposer must demonstrate in their RFP responses that they have the available resources necessary to successfully meet Berkeley USD's requirements.

The District reserves the right to award this contract to multiple contractors if it is determined to be in the District's best interests. The award recommendation must be approved by the District's Board of Education.

## PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

## QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Berkeley Unified School District.

## QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to [tombolliger@berkeley.net](mailto:tombolliger@berkeley.net) no later than [REDACTED]. No other person is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

Responses to questions received by the deadline will be posted on the District website at [www.berkeley.net](http://www.berkeley.net). It is the responsibility of the proposer to check this website prior to submitting a proposal.

## **REGULATIONS**

The Proposer's Proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal or state government now in effect or which shall be in effect during the period of such Contract.

## **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District or Board of Trustees. Any such contact shall be grounds for the disqualification of the proposer.

## **SIGNATURES**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

## **STAFF ASSISTANCE**

The District will provide required information and explanations which are pertinent to the work of the selected Proposer(s).

## **STAFFING BY SELECTED PROPOSER(S)**

The selected Proposer(s) shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

## **SELECTION CRITERIA**

Responses will be evaluated on various criteria including, but not limited to experience, qualifications, fees, capacity, references, and location.

## **SUBMISSION FORMAT & REQUIREMENTS**

Proposals shall be submitted to Tom Bollinger, Purchasing Supervisor, Berkeley Unified School District, 2020 Bonar Street, Berkeley, CA 91776 before [REDACTED]. In advance of proposal submissions, questions may be submitted to Tom Bollinger via email ([tombollinger@berkeley.net](mailto:tombollinger@berkeley.net)) no later than [REDACTED]. The District will post the answers to questions and any addenda to this RFP on our website at [www.berkeley.net](http://www.berkeley.net).

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed above. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original and Three (3) copies**.

## **TERMINATION**

Pursuant to terms and conditions of the Contract, the District reserves the right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) days' notice of such termination to the Contractor.

**WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

**PROPOSAL FORM**  
**Complete and return with Proposal**

**RFP No. \_\_\_\_\_**

**PASSENGER VEHICLE SPECIAL EDUCATION NONPUBLIC SCHOOLS PUPIL  
TRANSPORTATION SERVICES**

**BERKELEY UNIFIED SCHOOL DISTRICT  
2020 BONAR STREET  
BERKELEY, CA 94702**

The undersigned hereby proposes and agrees to furnish Passenger Vehicle Special Education Non Public Schools Pupil Transportation Services in accordance with any and all conditions and specifications as set forth in the documents prepared by the above District, and which are entitled NOTICE TO BIDDERS, BID FORM, BID CONDITIONS, the CONTRACT attached, and with any other related Contract Documents therein defined, at the rates hereinafter detailed.

The programs outlined below are for evaluation purposes only and do not necessarily represent the routing, scheduling or equipment requirements of the District.

**PROPOSAL SUMMARY**

This is the Proposal of \_\_\_\_\_ (Proposer)

Base Bid "1"                      Total Cost Per Year \$ \_\_\_\_\_

TOTAL COST PER YEAR (BASE BID 1) \$ \_\_\_\_\_

# **1. PROPOSAL QUESTIONNAIRE**

## **(Return with Proposal)**

To the Proposer:

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

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

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

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

#### **A. FIRM**

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

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

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

#### **B. TYPE OF ORGANIZATION**

Corporation (List officers and positions):

Other (please specify):

Where Incorporated:

Year of Incorporation:

Subsidiary (Give name and address of Parent Corporation):

Is your firm or a parent firm publicly held?

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

## C. NATURE OF OPERATIONS

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

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

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

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

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

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

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

1. Name of Union Organization

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

## II. MANAGEMENT AT THE TERMINAL

A. The District strongly believes that the individuals holding the Terminal Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District, which may be granted or withheld in its sole and absolute discretion.

B. Please provide Table:

Company	Position at Company	General Responsibility	Years in current position	Years in industry
General Manager				
Supervisor				
Safety Compliance Officer				
Dispatcher				
Other				

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

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

1. Number of hours;
2. Type of training; list components covered.

### **III. DRIVER PERSONNEL**

State the number of regular drivers (i.e. Independent Contracted) you have employed (or in coop) in this state:

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

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

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

1. What information do you use and how do you gather it?
2. What criteria or standards do you use and for what reasons might you reject an applicant?
3. Do you require all employees to be drug tested? If so, please elaborate on the testing procedures?

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

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

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

### **INCLUDE ANY SAMPLE MATERIALS**

### **IV. SAFETY PROGRAM AND ACTIVITIES**

A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

B. How often are in-person safety meetings held?

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. What have been the chargeable accident rates for vehicles operated by your driver (i.e. independent contracted) in each of the three most recent calendar years? Provide a description of how you define vehicle accidents.



## **V. PERIODIC VEHICLE MAINTENANCE AND MECHANICAL REPAIRS**

A. Do you have a formal, scheduled required maintenance program for vehicles? Yes \_\_\_\_\_ No \_\_\_\_\_

B. If applicable, please provide samples of any checklists you required for each type of maintenance program and please describe below your methods of ensuring that each vehicle actually receives periodic maintenance within the scheduled interval.

C. Do you require any daily regular written reports (or communication) from your drivers on the condition of their vehicles? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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

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I. Do you have a vehicle maintenance program for independent contracted drivers? Yes \_\_\_\_\_ No \_\_\_\_\_

\* Briefly describe the vehicle maintenance program.

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## **VI. INSURANCE DATA**

If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three years? Yes \_\_\_\_\_ No \_\_\_\_\_

## **VII. IMPLEMENTATION PLAN**

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

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

## **VIII. OTHER RELEVANT INFORMATION**

1. How does your company measure customer satisfaction?
2. How does/will your company handle unemployment compensation during Winter Break, Spring Break and Extended School Year (summer time) for drivers and other staff that are not used during these periods? (if applicable)
3. If the District required all bidder staff to wear a simple uniform with an identification badge or insignia. How would you implement this requirement?
4. Do you have multi-lingual drivers and staff members available? What languages?
5. What solutions do you have for customers who complain of language barrier?

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

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Name of Firm

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Authorized Agent

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Title

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Date

# NONCOLLUSION DECLARATION

Complete and return with proposal

The undersigned declares:

I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the party making the foregoing proposal.

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

Any person executing this declaration on behalf of a proposer 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 proposer.

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

\_\_\_\_\_  
Name (printed)

# **PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

**Complete and return with proposal**

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 the State.
- (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?

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

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

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

Provider/Firm Name: \_\_\_\_\_

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

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

# OUTSIDE PROVIDER CERTIFICATION OF EMPLOYEE CLEARANCE

Complete and return with proposal

Name of Company:		
Street Address:		
City:	State:	Zip:
Telephone:	Fax:	
Contact Person:		

Check one:

☐ I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.

☐ I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Berkeley Unified School District.
- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

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

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

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

Any changes to the above information shall be forwarded to the District immediately.

**BERKELEY UNIFIED SCHOOL DISTRICT**  
**Special Education Non Public School Pupil Transportation Services**  
**RFP No. \_\_\_\_\_AGREEMENT**

THIS AGREEMENT, made the 1st day of \_\_\_\_\_, in the County of Alameda, State of California, by and between Berkeley Unified School District, hereinafter called the DISTRICT, and hereinafter called the CONTRACTOR,

WITNESSETH that the DISTRICT and the CONTRACTOR for the considerations stated herein agree as follows:

1. **Scope of Contract:** The CONTRACTOR shall furnish, operate, and maintain vehicles for the transportation of pupils and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be on any day or days during the term of the Agreement and is supplied on an "as-needed, as available" basis.
2. **Term of Agreement.** The initial term of the agreement shall be for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. The contract may be renewed by mutual consent for an additional one (1) year period, not to exceed three (3) years. The term of the extension would be \_\_\_\_\_ through \_\_\_\_\_.

At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

- A. Certain special education student(s) of the District require transportation to and from school and/or other transportation services as requested by the District
- B. Contractor will provide management and logistical support for the purpose of coordinating such transportation services. The DISTRICT will reimburse CONTRACTOR for the provision of these services, in accordance with the terms and provisions of this Agreement.

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

3. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Agreement.
4. **Contractor Services.** DISTRICT may request, from time to time, that CONTRACTOR provide management and logistical support to coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by CONTRACTOR, CONTRACTOR agrees to coordinate such transportation services and DISTRICT agrees to pay CONTRACTOR in accordance with the provisions of this Agreement. CONTRACTOR'S providing of management and logistical support to coordinate transportation services pursuant to this Agreement are sometimes referred to herein as the "Services." In operating under this Agreement, the DISTRICT it will purchase services from the CONTRACTOR through the CONTRACTOR'S agreement with The Cooperative Purchasing

Network (TCPN), Contract No. \_\_\_\_\_, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in of this Agreement, which is attached hereto and incorporated herein by this reference.

5. **Insurance.** The Contractor shall at its sole cost and expense obtain and maintain in full force and effect during the term of this agreement general liability and automobile (common carrier) insurance issued by insurance companies licensed to do business with minimum limits of:

- Commercial Auto Liability: limit of \$1,000,000
- General Liability: limit of \$1,000,000 each occurrence/\$2,000,000 aggregate (includes \$1,000,000 for Assault & Battery)
- Excess General Liability: \$8,000,000 each occurrence and aggregate
- Excess Automobile Liability: \$4,000,000
- Worker's Compensation & Employer's Liability Insurance: limit of \$1,000,000

The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment). The Contractor is required to verify that the Subcontractor (drivers and companies) maintain the following minimum limits for Auto Liability: \$100,000 per person, \$300,000 per occurrence, \$50,000 for property damage.

6. **Indemnity of the District.** The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of: ploy

- a. Any injury to person or property sustained by the CONTRACTOR or by any person, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
- b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under this Agreement; and
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopied composition, secret process or patented or unpatented invention, under this Agreement.

7. **Assignments or Subcontracting.** The CONTRACTOR *shall not assign, transfer, or subcontract* any of its rights, burdens, duties, or obligations.

8. **Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an INDEPENDENT CONTRACTOR, and not an officer, agent, or employee of the DISTRICT. In providing the management and logistical support necessary to coordinate the Services, CONTRACTOR shall be and act as an INDEPENDENT CONTRACTOR in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the DISTRICT. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. CONTRACTOR understands and agrees that as an INDEPENDENT CONTRACTOR, it will not be eligible to participate in any benefits or privileges given or extended by the DISTRICT to its employees. CONTRACTOR shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the DISTRICT, its Board Members, Officers, employees and agents free and harmless therefrom.



9. **Assignment of Contractor's Rights.** Except as it relates to the entering into of contacts with INDEPENDENT CONTRACTOR drivers for the purpose of those independent contractors providing transportation services, CONTRACTOR shall have no right to assign its rights or obligations under this Agreement.
10. **Force Majeure.** CONTRACTOR may be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to the DISTRICT.
11. **Routing and Scheduling.** Prior to the start of any service under this Agreement, with the assistance of the DISTRICT, the CONTRACTOR shall cooperatively establish routes and tentative schedules conforming to the needs of the DISTRICT. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or vehicle assignment, the DISTRICT and the CONTRACTOR shall plan and institute such changes jointly. The DISTRICT may authorize increased vehicles capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, pickup and drop off locations must be approved by the DISTRICT, and are not to be revised without its authorization.
12. **Contractor Personnel and Independent Contractor Drivers.** As part of its Services and for the compensation set forth in this Agreement, CONTRACTOR shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by CONTRACTOR to coordinate the Services. While CONTRACTOR may contract with independent contractor drivers who will provide actual transportation services for the DISTRICT, CONTRACTOR shall at all times remain responsible for the management and logistical coordination of the Services under this Agreement. CONTRACTOR expressly represents and warrants to the DISTRICT that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services. Enroll in the DMV Employer Pull Notice Program for annual driving history record for all drivers who provide transportation services for the DISTRICT.
13. **Fingerprint Clearance.** To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by INDEPENDENT CONTRACTOR drivers, CONTRACTOR shall require each CONTRACTOR personnel or INDEPENDENT CONTRACTOR driver in a position requiring contact with students to have been fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying no prior convictions for or pleas of nolo contendere to a felony or any sex offense based on the sensitive nature of students for whom transportation services are being provided.
14. **Drug and Alcohol Testing.** CONTRACTOR agrees to implement any drug and alcohol testing requirements the DISTRICT may choose to require of specific individuals or categories of individuals. Both parties agree to incorporate such requirements by attachment or amendment to this Agreement. CONTRACTOR agrees to include in its INDEPENDENT CONTRACTOR agreements a provision allowing the immediate cancellation of any contract of any INDEPENDENT CONTRACTOR driver who tests positive for drugs or alcohol in violation of this Agreement, applicable law, rule or regulation.

15. **Health and Safety (Tuberculosis Testing).** To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by INDEPENDENT CONTRACTOR drivers, CONTRACTOR shall require each CONTRACTOR personnel or INDEPENDENT CONTRACTOR driver who may come in contact with student( s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, CONTRACTOR will maintain a copy of said verifications.
16. **Vehicles.** As part of its Services and for the compensation set forth in this Agreement, CONTRACTOR agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of DISTRICT. The DISTRICT requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicle used in transporting students.
17. **Payments for Services.** On or about the first business day following each service, CONTRACTOR shall submit invoices in the form and number required by the DISTRICT for all services provided for under this Agreement. DISTRICTS payment for such services will be made within thirty (30) days of receipt of the invoice for such services.
18. **Adjustment of Rates.** The rates established in the initial rate sheet attachment, schedules for this Agreement shall be subject to adjustment once each year. Rate change request shall be provided in writing, to the DISTRICT by May 30th of each year. On July 1st in each Agreement year, the rates can be adjusted upward by an amount equal to the rates in effect for the Agreement year ending on June 30th of each year, multiplied by the percentage increase, if any, in the Alameda, Contra Costa, Marin, Santa Clara, San Francisco, San Mateo Counties Consumer Price Index (CPI), all Urban Consumers, for the twelve (12) month period ending April 30th of that year. In no event will the adjusted rates be less than the rates for the immediately preceding year.

Notwithstanding anything else in this Agreement to the contrary, in the event any unusual circumstances, such as but not limited to, changes in Federal, State, Local, or other governmental body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the methods and/or costs of CONTRACTOR in connection with providing the services hereunder to increase at a rate in excess of the percentage change in the Bay Area counties, Alameda, Contra Costa, Marin, San Mateo, Santa Clara Consumer Price Index, all Urban Consumer (e.g., the Enactment of Mandatory National Health Insurance for employees), then, in that event, upon written notice to the DISTRICT, the CONTRACTOR may request a renegotiation of this Agreement. Such renegotiation shall include, but not be limited to, the payment schedule, duration of the Agreement, level of service, etc. Any modifications to this Agreement resulting from such renegotiation shall become effective only as of the beginning of the next succeeding school year (beginning July 1st). In the event the CONTRACTOR and the DISTRICT are unable to reach a satisfactory agreement during said negotiations, the CONTRACTOR shall have the right to cancel this Agreement by written notice to the DISTRICT on or before said July 1st, whereupon this Agreement shall be null and void.

If, any time during the term of this Agreement, it is determined that a significant reduction/increase in service is to be instituted due to changes in the school start/end times (bell schedules), mandated reduction/increase in routes, or any other changes which significantly reduce or increase the existing service level(s), the CONTRACTOR and the DISTRICT will agree to negotiate an adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of ten percent (10%) or more in the number of routes being operated.

19. **Record Keeping and Accident/Incident Reports.** The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the DISTRICT. All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the DISTRICT, shall be reported to the DISTRICT. Pupil injuries involving acceleration, deceleration, or movement of the vehicle Shall be documented on forms provided by the CONTRACTOR, shall be reported to the DISTRICT.
20. **Non-Solicitation.** DISTRICT agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, DISTRICT will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, INDEPENDENT CONTRACTOR or other person who has performed services for CONTRACTOR at any time during the term of this Agreement.
21. **Notices.** All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Pauline Follansbee, Assistant Superintendent of Business Services  
Berkeley Unified School District  
2020 Bonar Street  
Berkeley, CA 94702  
Tel (510) 644-8593  
Email: [paulinefollansbee@berkeley.net](mailto:paulinefollansbee@berkeley.net)

To Contractor: Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

22. **Entire Agreement.** This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.
23. **Waivers.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
24. **Attorney Fees.** In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.
25. **Severability.** In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.
26. **Further Acts.** Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**RFP No. \_\_\_\_\_**  
**Special Education Non Public Schools Pupil Transportation Services**  
**PROPOSAL FORM/PRICE SCHEDULE**

Proposed prices must be submitted by fixed annual per student cost utilizing Appendix A for Non Public Schools/Programs

**(1) Current List of School/Program Site**

\*Annual School Year, Extended School Year Non Public Schools Pupil Transportation Services (ESY)

**School/Program Site**

**A Better Chance School**  
4138 Lakeside Drive  
Richmond, CA 94806  
510-262-1500

**Ala Costa Center**  
1300 Rose Center  
Berkeley, CA 94702  
Tel: 510-527-2550

**Ala Costa Adult Transition Program (ACAT)**  
3705 Adeline Street  
Berkeley, CA 94703  
Office 510-527-2550 Ext.0205

**Albany High School**  
603 Key Route Blvd  
Albany, CA 94706  
(Office) 510-558-2500  
(Special Ed) 510-559-6536

**Anova Center for Education Contra Costa County Campus**  
1140 Galaxy Way Suite 100  
Concord, CA 94520  
925-687-9616

**Anova Center for Education – Sonoma County Campus**  
50 Mark West Springs Rd #101  
Santa Rosa, CA 95403  
707-527-0183

**Bayhill High School**  
1940 Virginia Street  
Berkeley, CA 94709  
510-984-0599

**California School for the Deaf - Fremont**  
39350 Gallaudet Drive  
Fremont, CA 94538  
510-794-3666

**Catalyst Academy School (Seneca)**  
1060 Manor Rd  
El Sobrante, CA 94803  
510-300-6350

**Center for Early Intervention on Deafness (CEID)**  
1035 Grayson Street  
Berkeley, CA 94710  
510-848-4800

**James Baldwin Academy (Seneca)**  
2275 Arlington Drive  
San Leandro, CA 94578  
510-481-1222

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**La Cheim School (El Sobrante Campus)**  
4892 San Pablo Dam Road  
El Sobrante, CA 94803  
510-243-2360

**Lindamood Tutoring**  
1625 Shattuck Ave #250  
Berkeley, CA 94709  
Tel/Fax (510) 649-7618

**Maya Angelou Academy & Building Blocks (Seneca)**  
3695 High Street  
Oakland, CA 94619  
Tel. 510.434.7990  
Fax. 510.434.7991

**NCA Orinda**  
19 Altarinda Road  
Orinda, CA 94563  
Tel (925) 254-7553

**NCA Phillips Academy**  
1910 Central Avenue  
Alameda, California 94501  
Tel (510) 769-7100  
Fax (510) 769-1824

**NCA Via Center**  
2126 6th Street  
Berkeley, CA 94710  
Tel (510) 848-1616

**NCA Wellsprings Educational Services**  
1543 Sunnyvale Avenue  
Walnut Creek, CA 94597  
(925) 295-3080

**Olivera School (Seneca)**  
2351 Olivera Street  
Concord, CA 94520  
(925) 603-1900

**Pathfinder Academy (Seneca)**  
40950 Chapel Way  
Fremont, CA 94538  
Phone: 510-226-6180

**Spectrum Center**  
Camden Campus  
6325 Camden  
Oakland CA 94605  
(510) 729-6384

**Spectrum Center**  
Valley Campus  
1026 Oak Grove Road  
Bldg. D, Suite 11  
Concord CA 94518  
(925) 685-9703

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**\*\* Please note the school/programs sites listed for the school year & extended school year is subject to change.**

Review current attachments from contractual agreement with ALC Schools that should be included, amended.

See attachment: