

## **SPECIAL EDUCATION TRANSPORTATION COORDINATION CONTRACT**

This Contract is made and entered into this 25<sup>th</sup> day of February, 2021, by and between the Benicia Unified School District ("District"), located at 350 East K Street, Benicia, California 94510, and HopSkipDrive, Inc. ("Contractor"), with its principal offices located at 1320 E. 7<sup>th</sup> St. Ste. 200, Los Angeles, CA 90021, collectively, the Parties.

The Parties agree as follows:

### **I. Contract Documents**

The Contract Documents consists of those documents identified in the Table of Contents to the bid packet, including the fully executed bus transportation contract; the notice to bidders; the special conditions; the bid form; references; specifications; the information and conditions; the 'no discrimination' policy; and the non-collusion declaration.

### **II. The Contractor shall provide the following Work to the District.**

Contractor's scope of Work is defined by the District's Request for Proposal and the Proposal Response provided by the Contractor, which are attached hereto as Exhibit A, and incorporated by this reference.

### **III. The Contractor shall comply with the following driver requirements.**

All drivers performing the Work shall pass Contractor's 15-Point Certification process. Drivers who don't adhere to that process or who are otherwise unqualified to perform the Work pursuant to state law and regulation shall not be permitted to perform the Work for District. It is the District's intent to provide high-quality transportation services and to ensure the safety and comfort of the District's students. Toward that end, the Contractor shall uphold the following standards for individuals performing the Work:

- A. For the protection of students, the drivers and other persons who have contact with students and their families must be of stable personality and good moral character. All drivers shall be fingerprinted through the Department of Justice. The Contractor shall complete the Fingerprinting Certification, attached hereto as Exhibit B, that no driver of vehicles in connection with the Work shall have been convicted of any crime that would tend to impair his/her ability to be a driver of school-age children.
- B. The Contractor shall allow no person to perform the Work if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to perform the Work who is not, at any time, in a condition of good mental and emotional stability.
- C. The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons is and shall be prohibited on

all vehicles used.

- D. Drivers performing the Work shall have all necessary training and shall in any event drive their vehicles within the posted speed limit and at a safe speed, they shall drive carefully and safely observing all traffic laws, and they shall not utilize any cell phone while driving unless there is a documented emergency that requires same. No texting while driving is allowed.
- E. Every driver providing Work to the District shall have and maintain all applicable licenses and/or certificates for the applicable class of vehicle utilized, which shall be made available to the District upon request.
- F. Each driver providing the Work to the District shall be in good health. Prior to driving a bus in service for the District, each driver shall comply with legal requirements for tuberculosis risk assessment and testing. Drivers shall maintain compliance with legal requirements for tuberculosis risk assessment and testing throughout their Work for the District. Tuberculosis risk assessments and testing will be at Contractor's expense. Contractor shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the District.
- G. Contractor shall use telematics that detect unsafe driving behaviors in furtherance of the Work. Drivers demonstrating unsafe driving or otherwise violating the terms of this Contract shall not be permitted to provide the Work.
- H. Other requirements:
  - 1. Appearance/Identification Badges – Driver names, photo, and vehicle information shall be made available to District prior to the start of the ride. Driver identification is also available through the driver application.
  - 2. Unsafe Equipment – In addition to all other safety requirements, drivers shall also be responsible for notifying the Contractor of any/all equipment which they suspect to be unsafe for transportation use.
  - 3. Policies and Procedures – All drivers, prior to performing the Work, shall be totally familiar with and shall abide by the rules, policies and procedures applicable to student transportation as provided by the State of California as well as the District.
  - 4. Loading and Unloading – All drivers shall supervise the loading and unloading of his or her vehicle at every pick-up and delivery point.
  - 5. Temporary Removal of a Driver – Should any concern arise regarding appropriateness of any driver on any route, the Contractor shall, upon receipt of notice from the District or designee, immediately and temporarily remove any driver specified from his/her duties of conveying any students covered by this Contract until such time as the concern is resolved to the satisfaction of the District or designee.

Drivers may be removed permanently pursuant to the provisions set forth below.

6. Safety Equipment – It shall be the driver's responsibility to ensure that seat belts, booster seats (if applicable) , car seats, safety vests and wheelchair are properly fastened as soon as the student enters the vehicle and for the duration of the trip. Wheelchair brakes must be in a locked position during transport. Wheelchairs must be adequately secured within the bus by the driver to prevent movement or tipping during operation of the bus. Contractor shall provide any additional restraints required for safe transport. The Contractor shall notify the District or designee of any student's equipment not in proper transport condition.
7. The Contractor shall plan and implement a comprehensive drug and alcohol detection and use prevention policy designed to be used for all drivers who will be performing services under this Contract. Said policy shall be submitted to the District and approved prior to commencement of work under this Contract.
8. The responsibility for hiring and discharging Contractor's employees 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 to the full extent of the Contract with the District and the requirements contained therein. The District or designee reserves the right to approve or reject any and all proposed drivers or aides of Contractor. The Contractor agrees that the District or designee shall have the right to require removal from service under this Contract any employee who, in the opinion of the District or designee, does not meet the District's safety or qualification standards.

#### IV. Student Discipline

Both drivers and students are expected to adhere to Contractor's Community Guidelines (<https://www.hopskipdrive.com/guidelines/>). In the event of a student disciplinary issue, the driver and the Contractor are to be a reporting agency only and are not to perform acts of discipline on students. All discipline problems shall be reported by the driver or Contractor's designee by the next school day following completion of the route. The authority to suspend or expel any student from transportation services hereunder shall rest with District. Further procedures and regulations for administration of discipline shall be established cooperatively between District and Contractor.

#### V. Reporting of Accidents or Injuries

The following reports shall be submitted to the District or designee by the Contractor:

- A. Accident/Injury Reports – Any vehicle accident or incident involving injury to a student or other individual in connection with a ride shall be orally reported immediately to the District or designee. A written report shall be submitted to the District or designee as soon as possible, but in no event later than 24 hours after the accident or incident on a form

approved by the District or designee.

Vehicle accident reports shall provide at a minimum the following information:

1. Number of students on board at the time of the accident and the names of each;
2. Whether any injuries occurred;
3. The date and time of the accident;
4. The driver's name, location of accident, involvement of other vehicles, and nature and extent of any property damage;
5. The Contractor's preliminary assessment of fault;
6. Any reports completed by the Contractor's management and by the driver regarding the incident; and
7. Any reports obtained from the California Highway Patrol or from any other law enforcement agency regarding the incident.

VI. Payment by the District to Contractor for the Work

A. Payment will be made by the District to the Contractor monthly in arrears after receipt of properly documented invoices and statements both of which shall be delivered monthly to the District. Invoices shall be submitted to the District in a form satisfactory to the District. Each invoice shall be supported by the trip ID, origin address, destination address, passenger information, and estimated mileage for each ride.

B. Contractor shall be paid in accordance with the Rate Schedule set forth in RFP Submission attached

VII. Assignment

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

VIII. Contract Term

The Contract term commences on the date it is signed by all parties and it shall terminate June 30, 2021. This Contract will automatically renewal on July 1 of each year unless the District has notified Contractor at least thirty (30) days prior to the Contract expiration of its intention to not review the Contract ("Renewal Term"). The Rate Schedule for each Renewal Term shall be determined in writing prior to each Renewal Term by the Parties.

IX. Termination without Cause

This is a non-exclusive contract. The District reserves the right to contract with other transportation firms in its sole discretion. The District shall have the option to terminate this Contract without cause upon sixty (60) days' written notice to Contractor.

X. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend and save harmless the District, each of its officers, agents, and employees, from any and all claims, demands, costs, attorney's fees, losses and liability of any kind or nature for any damages, sickness, death, or injury to persons or property arising from the actions, or the failure to act, of the Contractor or Contractor's agents, servants, employees, or subcontractors performing Work under this Contract, excepting only liability due to the sole negligence or the intentional misconduct of the District.

XI. Insurance

A. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification, Contractor shall maintain in force at all times this Contract is in effect policies of insurance as hereinafter described in Exhibit C.

1. Each policy shall provide that Contractor's insurance policy shall be primary and any insurance maintained by the District, if any, shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this Contract.
2. The Contractor shall, at Contractor's own expense, maintain coverage in conformance with the above requirements. Certificates of insurance evidencing the limits of coverage and signed copies of all required endorsements for each policy shall be filed with the District no later than ten (10) calendar days after the award of this Contract. All insurance is subject to the approval of the District.

B. Workers' Compensation Insurance. Contractor shall maintain at all times this Contract is in effect a policy of workers' compensation insurance as required by applicable law. The policy shall provide for notification by the carrier to the District at least thirty (30) calendar days prior to cancellation, failure to renew, or other termination. A certificate evidencing this coverage and notice to District requirement shall be filed with the District no later than ten (10) calendar days after the award of this Contract. By signing the Contract, Contractor makes the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing performance of the work of this Contract.

- C. In the event of any breach of this Article, or in the event the District receives notice indicating any required insurance coverage will be diminished or cancelled, the District at its option may, notwithstanding any other provision in this Contract to the contrary, immediately declare a material breach of the Contract and suspend all further Work.

## XII. Independent Contractor

The Parties intend that Contractor, in performing the services herein specified, shall act as an independent consultant and shall have control of the Work and the manner in which it is performed. Contractor and its officers, agents, and employees, are not to be considered agents or employees of District and are not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

## XIII. Force Majeure

Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. If the period for non-performance continues for thirty (30) calendar days, the party not affected may terminate this Contract immediately by giving written notice to the affected party.

Should District become legally obligated to continue paying Contractor despite there being a failure or delay in Contractor's performance of services under this Contract, Contractor agrees to the following:

- A. Contractor shall be required to provide District with a certified payroll list of all employees during the period of non-performance.
- B. Contractor shall certify to District that the funds it receives from District will be utilized to pay the regular salaries of all its employees and that Contractor will not lay off any employees whose services are being billed.
- C. Contractor shall resume services to the District once they are legally able, at the request of the District, and in compliance with public health directives.
- D. Contractor may only submit invoices for services during the period of non-performance based on rates in this Contract minus expenses that will not be incurred due to non-performance, including but not limited to fuel costs, vehicle maintenance and repairs, mileage fees, per diem travel, and other expenses.
- E. Contractor shall not submit invoices for, nor shall the District pay, for any days that the District was already scheduled to be closed pursuant to the District school calendar as it existed prior to the first day of non-performance.

- F. Contractor invoices shall provide a breakdown of how fees were calculated, what expenses were included or deducted, and a list of the salary payments made to each employee, including the name of each employee.
- G. If Contractor is eligible to apply for or receive funds from the federal or state government providing relief during the period of non-performance, Contractor shall make a good faith effort to apply for and obtain those funds. Any funds received from the federal or state programs should be reported to the District. Should the District ascertain that the funds are duplicate payments being made by the District, Contractor shall be required to reimburse the District within thirty (30) calendar days of receipt for the lesser amount received or the amount the District has paid.

#### XIV. COVID-19

Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), Contractor, on behalf of itself, its officers, agents, employees, volunteers, and representatives, agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- o <https://covid19.ca.gov/>
- o <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- o [https://www.solanocounty.com/depts/ph/coronavirus\\_links/covid\\_19\\_guidance\\_documents.asp](https://www.solanocounty.com/depts/ph/coronavirus_links/covid_19_guidance_documents.asp)

#### XV. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.

#### XVI. Severability

Should any part of this Contract be found to be unenforceable by a court of competent jurisdiction, the unenforceable part shall be severed, and the remainder of this Contract shall continue in full force and effect.

#### XVII. Conflict of Interest

Contractor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further represents that in the performance of this Contract, no person having such interest will be employed.

#### XVIII. Nondiscrimination

It is the policy of the District that in connection with all Work performed under the

Contract, there shall be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, disability, religious creed, sex, gender, gender identity, gender expression, age, marital status, or other unlawful consideration. The Contractor shall comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**XIX. Binding Effect**

This Contract shall inure to the benefit of and be binding upon the District and the Contractor and their respective successors and assigns.

**XX. Entire Agreement**

This Contract constitutes the entire agreement between the Parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Contract unless otherwise provided herein. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**XXI. Contract Made in California**

This Contract shall be deemed to be made in Solano County and shall be construed in accordance with the laws of the State of California. Venue for any dispute shall be in the Superior Court in the County of Solano and no other place.

The parties hereto execute this Contract as of the day and year set forth above.

**DISTRICT**

DocuSigned by:  
*Timothy Rahill*  
BB81D5ED6F744CE...

Benicia Unified School District

**CONTRACTOR**

DocuSigned by:  
*Joanna McFarland*  
285B0FC513A6432

HopSkipDrive, Inc.

**EXHIBIT A**

**See Attached: HopSkipDrive Proposal Response and Original Benicia Unified Bid Packet.**

Exhibit A

**BENICIA UNIFIED SCHOOL DISTRICT**

**BID # 1**

**Furnishing Special Education Bus Transportation Services**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Benicia Unified School District ("District") of Solano County, California will receive up to, but not later than **5:00 p.m. on October 12, 2020**, sealed bids for the award of a contract or contracts for **FURNISHING SPECIAL EDUCATION BUS TRANSPORTATION SERVICES**, which is available on the District's website at **beniciaunified.org**.

Each bid shall be submitted on the Bid Form. Respondents to this request for bids should mail or deliver three (3) copies of their submittals, as further described herein, to:

**Julie Corona, Director of Special Education**  
**Benicia Unified School District**  
**350 East K Street**  
**Benicia, CA 94510**  
**[jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org)**

Each bid shall conform and be responsive to this invitation, the Information and Conditions, and all other documents comprising the Contract Documents.

The contract will be awarded to responsive, responsible bidders meeting the specifications, as determined by the District. The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding, and to award the bid to multiple firms on a non-exclusive basis.

No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids.

All inquiries and communications should be accessed through Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org).

Publication: Benica Times Herald  
Advertising dates: September 28, 2020-October 12, 2020

## **BENICIA UNIFIED SCHOOL DISTRICT**

### **BID # 1**

#### **Furnishing Special Education Bus Transportation Services**

#### ***INFORMATION AND CONDITIONS***

**1.1 Securing Documents:** Specifications and other Contract Document forms are available without charge to prospective bidders online at **[beniciaunified.org](http://beniciaunified.org)**.

**1.2. Bids:** Bids shall be made upon the form obtained from the District, properly executed. Bids shall be written in ink or typed. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The signatures of all persons signing shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about bid procedures, contact Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org)

As part of this proposal, the District will be offering a non-exclusive contract for the bus services described herein and reserves the right to accept multiple reasonable bids to establish flexibility in the provision of the bus services.

The terms and conditions of this bid and the resulting contract are governed by the California Education Code and the Public Contract Code.

**1.3 Assignment of Contract:** The successful bidder(s) shall not assign, transfer, or otherwise convey any right or duty under the Contract without the prior written consent of the District.

**1.4 Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding shall be covered in the bid and shall be made a part of the Contract. Any addenda or bulletins issues prior to the bid deadline will be posted on the District's website.

**1.5 Withdrawal of Bids Prior to Opening:** Any bidder may withdraw his/her bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

**1.6 Opening of Bids: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT ITS BID IS RECEIVED IN PROPER TIME.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

**1.7 Withdrawal of Bids After Opening:** A bidder may not withdraw its bid for a period of thirty (30) days after the date set for the opening thereof.

**1.8 Award or Rejection of Bids:** The Governing Board of the District reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, and to judge the merit and

qualifications of the materials, equipment, and services offered. The District may also accept multiple reasonable bids to establish flexibility in the provision of the bus and/or vehicle/van services.

**1.9 Interpretation of Documents:** A proposer's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that proposer's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor. Any questions relative to the proposal shall be in writing and directed to Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org). These requests shall be submitted to the District at least five working days prior to the date the proposal is due.

**1.10 Licenses & Certificates.** Bidders shall submit with the bid a true copy of the firm's current School Pupil Activity Bus Certificate and/or commercial driver's license with a passenger transport vehicle endorsement.

**1.11 Restricted Bid:** Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, shall be considered qualified bidders for the contract.

**1.12 Scoring/Ranking Protest Procedures:** Any protest of the best value scoring, ranking process and/or the determination shall be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following the opening of the bids; any such protest shall comply with the following requirements:

- a. The protest must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid. A proposer may not rely on the proposal protest submitted by another proposer, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting proposer.
- e. The proposer filing the protest must concurrently transmit a copy of the protest and all supporting documentation to all other proposers with a direct financial interest which may be affected by the outcome of the protest, including all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The proposer whose ranking has been protested may submit a written response to the protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the protest or receipt of the protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting firm and to all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- g. The District shall evaluate all of the evidence presented and shall make a determination as to whether the protest is warranted and whether any additional action needs to be taken. The decision of the District shall be final.
- h. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of proposal protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.
- i. If the District determines that a protest is frivolous, the protesting proposer may be determined to be non-responsible and that proposer may be determined to be ineligible for future contract awards by the District.
- j. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

## ***BID FORM***

Award(s) will be based on the prices submitted and compliance with the Contract provisions. Pursuant to California Education Code section 39802, the District governing board reserves the right let the contract for the service to a bidder other than the lowest bidder.

### **Section I: Basic Special Education Transportation.**

“Basic Special Education Transportation” shall mean the safe transportation of any and all special education pupils or other authorized persons who are designated by District to be transported between school and a point reasonably close to the pupils’ homes. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules agreed upon by District and Contractor. District anticipates but does not guarantee that Basic Special Education Transportation will require a minimum of 4 hours of bus service time to transport pupils from points reasonably close to their homes to school and a minimum of 4 hours of bus service time to transport pupils from school to points reasonably close to their homes. Typically, the District has had transportation services provided by 2 buses that accommodate 29 students which does AM pick up runs in the morning and PM delivery runs in the afternoon. These needs may change depending on enrollment or other factors.

Rates and Charges for Basic Special Education Transportation (include information on number of buses, capacity of each bus, and any assumptions and requirements applicable to rates and charges):

**HopSkipDrive is the leading alternative student transportation solution provider. We offer fixed route, fixed schedule, and on demand student transportation with 4 passenger sedans that are ideal to support special needs, small activity/sports groups, McKinney-Vento, Foster youth and IEP/504 routes that are inefficient to be served by traditional yellow bus transportation. In just 6 years, we are proud to have built a truly flexible solution that meets the individualized transportation needs of school districts.**

**Standard Pricing\*: Base Rate of \$30.00 per one-way trip + \$2.50 Per Mile Rate**

**There are no extra fees associated with riders from the same household. HopSkipDrive confirms that riders from the same household are included in the primary rate.**

**Cancellation Fee: There is a \$0 cancellation fee when canceled 8 hours before a scheduled ride. Rides canceled between 0-1 hours will incur a cancellation fee of 100% Base Rate + the Expected Distance of Ride. Rides canceled between 1-8 hours will incur a cancellation fee of 50% Base Rate + the Expected Distance of Ride.**



**Section IV:**

Each bidder shall supply the District with the names, addresses, and telephone numbers of at least three (3) references, preferably school districts in Solano County, using services which are similar, if not identical, to the services being bid.

**Lucie White Skourup / Transportation Operations Supervisor**

Name of Contact

**Mount Diablo Unified**

School District/Company

**1936 Carlotta Dr. Concord, CA 94519-1397**

Address

**PH: 925-825-7440 ext. 3719**

Telephone

**whiteskourupl@mdusd.org**

Email

**Shalonda George - Regional Director of Special Education**

Name of Contact

**Aspire Public Schools**

School District/Company

**1001 22nd Ave #100, Oakland, CA 94606**

Address

**510-434-5061**

Telephone

**Shalonda.George@aspirepublicschools.org**

Email

**Nikki Becerra - Social Work Coordinator II**

Name of Contact

**Santa Clara County Department of Family & Children Services**

School District/Company

**373 W Julian St, San Jose, CA 95110**

Address

**408-501-6812**

Telephone

**nikki.becerra@ssa.sccgov.org**

Email

**Section V:**

The selected contractor will be required to enter into the Special Education Bus Transportation Contract, attached hereto as Attachment A. Please provide any exceptions or revisions to the Contract which will be requested if you are the selected contractor.

**HopSkipDrive meets or exceeds all applicable requirements and safety standards relating to the transportation of students in non-commercial vehicles. On the other hand, the requirements referenced in the RFP (Section III) relate to school bus driver's permits (SPAB) and/or for commercial drivers explicitly, which is not applicable to our service. We request adjusting the requirements in Attachment A to ensure that vendors are being held to the standards that apply to their service.**

**Appearance/Identification Badges - HopSkipDrive CareDriver Company IDs are displayed digitally via the HopSkipDrive App.**

**The Insurance Requirements mentioned below (XI) pertain to bus related services. HopSkipDrive requests adjusting the requirements to comparable non-commercial industry standards. See Attached for additional Revisions.**

---

The undersigned hereby proposes and agrees to furnish, and deliver the services in accordance with the terms, conditions, specifications and prices herein quoted.

**HopSkipDrive, Inc.**

Proper name of Individual, Company or Corporation



Authorized Signature

**Toby McGraw**

Type or Print Signer's Name

**Senior Vice President**

Title

**1320 E. 7th Street, Suite 200, Los Angeles CA 90021**

Address

**(844) 467-7547**

Telephone

**10/21/2020**

Date



# BENICIA UNIFIED SCHOOL DISTRICT

## **REQUEST FOR PROPOSAL Special Education Transportation Bid Packet**

### Contact Information

Name:	HopSkipDrive, Inc.
Local CA Contact:	Brian Klarfeld - Regional Sales Manager
Main Office:	1320 E. 7th Street, Suite 200 Los Angeles, CA 90021
Telephone:	(314) 495-5070
Fax:	(213) 896-7528
E-mail:	Brian@HopSkipDrive.com
Authorized Signatory:	Toby McGraw, Senior Vice President



## Letter of Introduction

October 21, 2020

**Julie Corona, Director of Special Education  
Benicia Unified School District  
350 East K Street  
Benicia, CA 94510**



**To Ms. Corona:**

As you already know first hand, HopSkipDrive is an innovative transportation solution whose mission is to improve access to opportunity through mobility. We accomplish this mission by offering schools, districts, county agencies and nonprofits a safe, flexible and reliable complement to traditional (but sometimes inflexible) systems and fleets. Our company was founded by three working moms determined to overcome the logistical challenges of parenthood so their children could thrive. Less than five years later, HopSkipDrive has transported over 45,000 children more than four million miles to and from school and countless other opportunities.

Safety is built into everything we do — and we believe that sharing information around our platform safety features and philosophies allows us to not only remain accountable for the decisions we make but also highlights how we lead the way and are the safest solution in the industry. **To that end, we are happy to provide our newly published Safety Report if requested.**

**We look forward to our partnership with Benicia USD.** And of course, please stay safe and healthy.

Sincerely,

**Brian Klarfeld  
Regional Sales Manager**

## SECTION III

### HopSkipDrive Security and Safety

#### Overview

Safety is HopSkipDrive's number one priority and has been since the very first ride. As a company founded by three working moms, our approach to creating HopSkipDrive's safety standards was to ask ourselves, "What would it take to put my own child in a car with a HopSkipDrive CareDriver?"

This safety-first philosophy drove the creation of HopSkipDrive's 15-point CareDriver certification process and is the reason why we continue to innovate and find new ways to make the platform as safe as possible. From Safe Ride Support technology to end-to-end ride visibility, safety is baked into everything we do.

#### CareDrivers

The HopSkipDrive CareDrivers are independent contractors who use their own personal vehicles and are known as CareDrivers because they have demonstrated caregiving experience and values of honesty, respect, and responsibility when they care for the individuals riding in their vehicles.

#### CareDriver Criteria



All CareDrivers must pass a stringent 15-point certification process in order to qualify to drive on the HopSkipDrive platform, and we meet each prospective driver in person..

In addition to passing background and motor vehicle checks, every CareDriver on the platform must have at least 5 years of caregiving experience, which may include working in a school, day care or aftercare

program, working as a caregiver or nanny, or being the primary caregiver for a family member.

## 15-Point Certification

1. Five (5) years caregiving experience
2. Fingerprint background check against FBI database
3. Criminal background check against national criminal, and global watchlist
4. Sex offender database search
5. Valid driver's license
6. Initial DMV check and ongoing DMV checks to ensure a clean driving record
7. Age 23 or older
8. Owns or leases a vehicle not more than ten (10) years old and seating four to seven (4-7) passengers
9. Passes annual 19-point vehicle inspection by a certified mechanic
10. In-person meeting with HopSkipDrive team
11. Completes in-person CareDriver orientation
12. Has personal auto coverage that meets or exceeds state-required limits
13. Adopts the HopSkipDrive [Community Guidelines](#)
14. Adopts [Zero Tolerance Policies](#) for the use of drugs or alcohol while driving, nondiscrimination, no-touching, and no-cell phone usage
15. Adopts [Safety Policies](#) against outside contact, use of recording devices, and smoking tobacco during rides

## Reasons for Rejection

- Inadequate childcare experience
- Fails background checks
- Fails driving record standard
- Under age 23
- Out of compliance with document requirements, including valid in-state driver's license, insurance and vehicle registration
- Fails to complete orientations
- Does not own smartphone
- Vehicle does not meet safety standards



## Onboarding CareDrivers onto HopSkipDrive's Platform

### CareDriver Checks

HopSkipDrive ensures that all CareDrivers will have background checks, including fingerprint-based checks against FBI databases and criminal record checks against county, state, national, sex offender, and global watchlist records. CareDrivers enroll in continuous monitoring so that HopSkipDrive is alerted of any changes to criminal records after joining the platform.

HopSkipDrive ensures that all CareDrivers will have background checks, including



checks through Trustline Registry (via Livescan) and a cross check of fingerprints through the Child Abuse Central Index (CACI). All of HopSkipDrive's CareDrivers are members of the Trustline Registry and are trained to implement HopSkipDrive's safety protocol.

TrustLine is an invaluable resource. It's the only authorized screening program of in-home caregivers in the state with access to fingerprint records at the California Department of Justice and the FBI. That's what makes TrustLine unique. For all these reasons, TrustLine is endorsed by the California Academy of Pediatrics. The California Department of Social Services and the nonprofit California Child Care Resource and Referral Network administer the program.

### DMV Records

In addition to the background checks and fingerprinting, CareDrivers undergo an initial Motor Vehicle Record review and then enroll in continuous monitoring of CareDriver's driving records through the DMV.

### Percentage of Applicants Onboarded

Due to HopSkipDrive's rigorous vetting process, **only 13% of CareDriver applicants begin the onboarding process**. In addition, HopSkipDrive's CareDriver Net Promoter Score (how likely they are to recommend us) is 71..

### CareDriver Onboarding Program

All CareDrivers receive information necessary to be successful on the platform, including HopSkipDrive safety standards, trauma informed care, sensitivity to individuals with special needs, what to do in an emergency, what to do if a rider requests a different drop off location, and the like.

### Resources and Instructions Include:

- Pick up/drop off protocols and procedures



- Maintaining current vehicle information and insurance on file
- Sensitivity coaching to respond to persons with limited mobility and/or special needs
- Use of family-friendly radio only
- Procedures for accepting ride assignments in the HopSkipDrive app
- Communicating with the HopSkipDrive Safe Ride Support team, parents, and agencies via phone and text to address last minute changes, trouble locating a rider, emergencies and other issues
- Rider departure confirmation procedures
- HopSkipDrive extensive safety training program, outlined under the Safety Training Program

If a CareDriver cannot meet driving standards, they cannot drive for HopSkipDrive.

### Safety Program Training

Having been co-founded by three mothers, HopSkipDrive's foremost concern is the safety of the riders we serve. This is why HopSkipDrive developed a safety program designed to ensure platform safety.

HopSkipDrive's safety program includes (but is not limited to) the following:

- Prohibition of smoking, alcohol and drugs
- Prohibition of unauthorized stops and riders in the vehicle
- Safe driving practices
- Privacy of riders (including no physical contact or photo/video)
- Phone usage during rides, including no texting or talking
- Use of seatbelts and booster seats
- No eating, drinking, or other distractions
- Confirmation of rider identity via photo, birthday and secret password
- Emergency response procedures
- Providing Emotional & Social Support for Riders
- Information on being a Mandated Reporter



### HopSkipDrive Drug and Alcohol Policy

Safety is HopSkipDrive's #1 priority, which is why we have developed the following proactive measures related to enforcement of HopSkipDrive's Zero-Tolerance Policy for

drug and alcohol use to ensure that all CareDriver applicants can provide safe and reliable transportation.

### 1. Background Checks

HopSkipDrive screens all CareDriver applicants for drug and alcohol-related offenses through its comprehensive background check process prior to permitting a CareDriver to access the HopSkipDrive app. Through the use of state and federal wrap back procedures and ongoing DMV motor driver/vehicle notifications, HopSkipDrive is able to continuously monitor the criminal history of all CareDrivers.

### 2. Zero-Tolerance Policy

All CareDrivers must adhere to HopSkipDrive's strict Zero-Tolerance policy for use of drugs or alcohol while driving. Although not required to do so, key HopSkipDrive management personnel undergo U.S. Department of Transportation reasonable suspicion training. Any CareDrivers suspected of violating the Zero-Tolerance policy will not have access to the app pending full investigation. As part of an investigation, HopSkipDrive may ask a CareDriver to submit to drug or alcohol testing. Any CareDrivers found to have violated the Zero-Tolerance policy will be permanently deactivated from the app.

### 3. Reasonable Suspicion/Post-Accident Drug and Alcohol Testing

HopSkipDrive enforces a reasonable suspicion and post-accident drug and alcohol policy. Where there is reasonable suspicion that a CareDriver is under the influence during a ride or is involved in an accident, HopSkipDrive will ask that the CareDriver submit to drug and alcohol testing. HopSkipDrive reserves the right to immediately deactivate any CareDrivers who refuse to submit to testing or for whom there is otherwise suspicion of illegal drug or alcohol use while driving for HopSkipDrive.

## Vehicle Standards

CareDrivers are required to maintain their vehicles in good mechanical and safe operating condition at all times.

An initial 19-point inspection by a certified mechanic is conducted prior to the start of service, and annually thereafter. HopSkipDrive assists CareDrivers with and monitors such

compliance using its online workflow and database system. This inspection includes the following:

- Foot brakes
- Emergency brakes
- Steering mechanism
- Windshield
- Rear window & other glass
- Windshield wipers
- Headlights
- Tail lights
- Turn indicator lights
- Stop lights
- Front seat adjustment mechanism
- Doors (open, close, lock)
- Horn
- Speedometer
- Bumper
- Muffler and exhaust system
- Condition of tires, including tread depth
- Interior and exterior rear-view mirrors

After the initial inspection, CareDrivers are required to do a visual inspection of their vehicle every day.

## COVID - Safe Ride Standards

HopSkipDrive's COVID-Safe Ride Standards are intended to heighten protections for Riders and CareDrivers who use its platform to connect with one another for transportation needs. In addition to complying with local regulations, HopSkipDrive engaged public health experts to set the bar for how to enhance safety features so that CareDrivers can deliver safe rides in the time of COVID. The company believes these standards — some of which HopSkipDrive will be the first to implement — should become accepted practice within the youth transportation industry as a whole.

The HopSkipDrive COVID-Safe Ride Standards will work to:

**Promote the safest in-ride environment for CareDrivers and Riders.**

- Consistent with CDC recommendations, CareDrivers must wear face coverings and proper personal protective equipment during rides; Riders are also asked to follow CDC and local guidelines on wearing personal protective equipment.
- Plastic dividers between the front and back seat will be used in every vehicle. HopSkipDrive will be one of the first transportation network companies in the country to adopt plastic dividers as a standard operating procedure.
- Vehicle cleaning and disinfecting between rides following CDC recommendations.
- Requiring Ride Organizers to assist Riders, as needed, to find their ride and load into the vehicle to reduce contact between CareDriver and Rider. HopSkipDrive also asks Ride Organizers to follow CDC and local guidelines by keeping Riders home if they show COVID-19 symptoms.

**Provide CareDrivers and Ride Organizers with critical safety resources.**

- HopSkipDrive believes education is key to safety and connects CareDrivers with safe driving resources. The company will provide COVID-Safe Rides Standards resources for Ride Organizers and CareDrivers. In addition, in-app notifications will continue to remind Ride Organizers and CareDrivers of COVID-Safe Ride Standards and best practices.

**Promote healthy interactions between CareDrivers, Riders and Ride Organizers.**

- HopSkipDrive uses innovative technology and in-app features to bring COVID-Safe Rides Standards to CareDrivers and enables real-time feedback from CareDrivers, Riders and Ride Organizers.
- HopSkipDrive has partnered with telehealth company Ro to connect CareDrivers with free telehealth screenings.
- In-app features enable CareDrivers to affirm they are asymptomatic and have not been exposed to COVID-19 prior to offering rides through the platform.

**Minimize exposure through anonymous COVID-19 exposure reporting.**

- HopSkipDrive will facilitate anonymous COVID-19 exposure reporting, to the extent that user's privacy interests remain protected.

## How it Works

### Types of Rides

You can book rides in a few different ways with HopSkipDrive. The main products useful to schools are:

- **Rides on Demand:** These are rides that are booked as you need them, on the HopSkipDrive app or website. Rides should be booked at least 2 days in advance, but exceptions can be made.
- **Recurring Rides:** These are rides that you work with a HopSkipDrive staff member to outline and book in advance and that recur for a set period of time.

## Booking the Rides

Once riders have been added to your HopSkipDrive account, you can book rides using the app or website as you need them.

- **Pickup:** You'll provide clear and detailed pickup instructions for each ride. Often, naming a central meeting place at the pickup location will speed the process of pickup. For example, 'Park at school and meet riders under flagpole on campus'.
- **Dropoff:** You'll provide clear and detailed dropoff instructions for each ride. If the CareDriver needs to walk riders to the dropoff location and sign them in, it is important to say so.

All rides booked by schools should be scheduled two days prior to the rides, as some need additional booster seats or require multiple cars going to one location. When rides are confirmed, you will receive a picture of the CareDriver, their vehicle and license plate number, as well as bio information via the app.

## Parent Contact and Emergencies

**Parent contact:** If the parent's cell phone number is in the rider's emergency contact on the rider profile, the parent of the rider will receive texts about the ride in progress. Parents will receive texts that the driver has arrived, the rider and driver have departed and when the ride is complete.

**Emergencies:** If something happens during a ride, HopSkipDrive Customer Support will place the first call to the organizer of the ride. If they are not reachable, the CareDriver will try the emergency contacts for the rider(s) involved.

## Technology

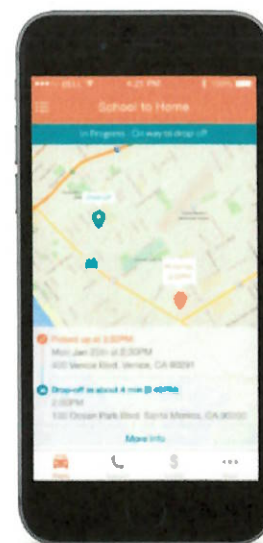
### Platform

Our Platform is one of the cornerstones of what makes HopSkipDrive so successful in providing reliable and safe transportation solutions for students. Through the platform, you can:

- Book/Change/Cancel Rides (available on the website as well)
- See the CareDriver matched to a ride, along with photo and bio
- Receive text alerts when the child is picked up and dropped off
- View details of all completed rides, including distance traveled and cost

### Safe Ride Support and Live GPS Tracking

HopSkipDrive's Safe Ride Support system is an integrated solution that provides end-to-end visibility to HopSkipDrive as well as platform Users, including CareDrivers, Ride Organizers and any User associated with a child's account. This system uses innovative technology to monitor rides in real-time for safety-related anomalies. The system flags such anomalies and generates alerts that are prioritized and addressed through a combination of automated and manual processes.



HopSkipDrive's Safe Ride Support team monitors each ride, proactively addressing potential issues. With most rides taking place during the day, CareDrivers are able to receive real-time support with any ride anomalies.

### Measuring Driver Behavior and Safety

HopSkipDrive works with an industry-leading third-party app to detect unsafe driving behaviors across five key indicators -- speeding, hard braking, rapid acceleration, tight turns, and phone usage.

CareDrivers are provided a weekly report of their driving behavior across these key safety indicators, along with tools for remedying any unsafe driving patterns.

Our fully-integrated CareDriver safety program outpaces the industry with:

- On-device detection of unsafe driving behaviors
- Detection of device usage while the vehicle is in motion
- Immediate alerts for collisions
- Automated weekly emails detailing safety breakdowns, gamified success incentives, and personalized learning modules
- Online learning center for CareDriver resources

## Incidents

HopSkipDrive is notified immediately if an incident occurs. This allows us to act swiftly to assist the CareDrivers and to notify contacts at the School District immediately if an issue cannot be resolved.

## Customer Service

### Overview

HopSkipDrive has a unique Community Support team with two groups. The first is our community support team that handles troubleshooting, questions with rides, cancellations, changes to the ride, etc. The second is our Safe Ride Support Team. Each and every HopSkipDrive ride is assigned a dedicated safe ride specialist whose sole job is to partner with our CareDrivers to ensure the ride is a safe success!

### Changing/Cancelling Rides

We know there will be instances when rides will need to be changed. Please make any changes to rides as far in advance as possible to avoid confusion. Changes can include:

- Changing the pickup time for a ride
- Removing a rider from a ride, due to illness or schedule change
- Adding a rider to a ride.

You can make changes to any ride, or cancel it entirely, you can do that on your app or the website.

For immediate assistance, please don't hesitate to contact Customer Support at (844) HOP-SKIP.

## Insurance Coverage

HopSkipDrive offers robust insurance coverage across:

- General Liability
- Auto Liability
- Cyber and Professional Liability
- Sexual Molestation Liability
- Workers Compensation
- Excess Liability, as needed

## Revisions / Additional Terms Continued

### Licensing

Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Software or related materials provided to Organization. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

### Indemnification

Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

Contractor's entire liability for all claims related to this agreement will not exceed the amount of any actual direct damages incurred up to the amounts paid for the service for the twelve (12) months preceding the date on which the claim has arisen, regardless of the basis of the claim. Contractor will not be liable under this agreement for special, indirect, incidental, exemplary, consequential or punitive damages, regardless of the basis of the claim and irrespective of whether Contractor shall have been previously advised of the possibility thereof.

### Termination

This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the "Initial Term"). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during

the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a "Renewal Term") in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing to account for an annual cost of living increase for each Renewal Term as determined by the Bureau of Labor Statistics for the Solano County area, in addition to an additional percentage increase as shall be agreed upon in writing by the parties.

### **Relationship between Organization and its Families**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "Family" and collectively, the "Families") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals immediately, in the following order: (i) [insert Organization contact name and phone number], and (ii) [insert contact name and phone number] immediately prior to contacting the Families.

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

### **Authority to Arrange Rides**

Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

### **Vehicle Damage Fees**

Organization acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage.

## STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

## PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue  
San Francisco, CA 94102-3298

**CLASS P TRANSPORTATION NETWORK COMPANY PERMIT**  
**EXPIRES ON FEBRUARY 3, 2021 - SEE PARAGRAPH (11)**

PERMIT NO. TCP0034668 - P N

**HOPSKIPDRIVE INC**  
**1933 S. BROADWAY #1144**  
**LOS ANGELES CA 90007**

The above-named Carrier, having made written application to the Public Utilities Commission of the State of California for a permit to operate as a CHARTER-PARTY CARRIER OF PASSENGERS, TRANSPORTATION NETWORK COMPANY, pursuant to Sections 5351 through 5443 of the Public Utilities Code and Commission Decisions 13-09-045, 14-04-022 and 14-11-043, is granted this permit authorizing the transportation of passengers by motor vehicle over the public highways of the State of California as a CHARTER-PARTY CARRIER OF PASSENGERS, TRANSPORTATION NETWORK COMPANY, as defined in said Code and decisions, subject to the following conditions:

- (1) This permit is issued pursuant to Public Utilities Code Section 5384(b), and Decision 13-09-045.
- (2) The requirements and status of your issued TNC permit may change pending determinations the Commission may make in Rulemaking 12-12-011 or a successor proceeding.
- (3) Said Carrier shall comply with the insurance requirements of Public Utilities Code Section 5433 and Decision 14-11-043.
- (4) All transportation must be prearranged through the use of an online-enabled application or platform.
- (5) Said Carrier shall comply with all Commission orders, decisions, rules, directions, and requirements governing the operations of said Carrier, including Decisions 13-09-045, 14-04-022 and 14-11-043, and shall remit to the Commission the Transportation Reimbursement Fee required by Public Utilities Code Section 403.
- (6) This permit is subject to amendment, modification, suspension or revocation as provided in the Public Utilities Code and in Commission Resolutions PE-498, PE-501, and TL-18336.
- (7) This permit may not be sold, assigned, leased, or otherwise transferred or encumbered without Commission authorization.
- (8) This permit does not authorize the Carrier to conduct operations on the property of or into any airport unless such operation is authorized by the airport authority involved.
- (9) This permit authorizes Carrier to facilitate rides between passengers and private drivers using their own personal vehicles. "Personal vehicle" means the vehicle for which the authorized TNC driver is the registered owner (with the Department of Motor Vehicles), or of which the authorized TNC driver has a legal right to possess the vehicle, pursuant to Public Utilities Code Section 5362, Vehicle Code Sections 480 and 370, as these code sections currently exist and may be revised, and any other relevant laws.
- (10) A TNC is not permitted to itself own vehicles used in its operation or own fleets of vehicles.
- (11) The use of top lights and/or taxi meters in all vehicles operated under this permit is prohibited (Decision 82-05-069). This permit does not authorize the street hailing of passengers.
- (12) This permit expires February 3, 2021. It may be renewed every three (3) years upon submission and approval of a renewal application. This renewal application should be submitted 90-days prior to the expiration date.

Dated this 17th day of November, 2017

BY *Valerie Beck*

Valerie Beck  
 Program Manager, Consumer Protection and Enforcement Division

Exhibit A

**BENICIA UNIFIED SCHOOL DISTRICT**

**BID # \_\_\_\_\_**

**Furnishing Special Education Bus Transportation Services**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Benicia Unified School District ("District") of Solano County, California will receive up to, but not later than **5:00 p.m. on October 12, 2020**, sealed bids for the award of a contract or contracts for **FURNISHING SPECIAL EDUCATION BUS TRANSPORTATION SERVICES**, which is available on the District's website at **beniciaunified.org**.

Each bid shall be submitted on the Bid Form. Respondents to this request for bids should mail or deliver three (3) copies of their submittals, as further described herein, to:

**Julie Corona, Director of Special Education**  
**Benicia Unified School District**  
**350 East K Street**  
**Benicia, CA 94510**  
**jcorona@beniciaunified.org**

Each bid shall conform and be responsive to this invitation, the Information and Conditions, and all other documents comprising the Contract Documents.

The contract will be awarded to responsive, responsible bidders meeting the specifications, as determined by the District. The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding, and to award the bid to multiple firms on a non-exclusive basis.

No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids.

All inquiries and communications should be accessed through Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org).

Publication: Benica Times Herald  
Advertising dates: September 28, 2020-October 12, 2020

## **BENICIA UNIFIED SCHOOL DISTRICT**

**BID # \_\_\_\_\_**

### **Furnishing Special Education Bus Transportation Services**

#### ***INFORMATION AND CONDITIONS***

**1.1 Securing Documents:** Specifications and other Contract Document forms are available without charge to prospective bidders online at **[beniciaunified.org](http://beniciaunified.org)**.

**1.2. Bids:** Bids shall be made upon the form obtained from the District, properly executed. Bids shall be written in ink or typed. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The signatures of all persons signing shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about bid procedures, contact Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org)

As part of this proposal, the District will be offering a non-exclusive contract for the bus services described herein and reserves the right to accept multiple reasonable bids to establish flexibility in the provision of the bus services.

The terms and conditions of this bid and the resulting contract are governed by the California Education Code and the Public Contract Code.

**1.3 Assignment of Contract:** The successful bidder(s) shall not assign, transfer, or otherwise convey any right or duty under the Contract without the prior written consent of the District.

**1.4 Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding shall be covered in the bid and shall be made a part of the Contract. Any addenda or bulletins issues prior to the bid deadline will be posted on the District's website.

**1.5 Withdrawal of Bids Prior to Opening:** Any bidder may withdraw his/her bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

**1.6 Opening of Bids: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT ITS BID IS RECEIVED IN PROPER TIME.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

**1.7 Withdrawal of Bids After Opening:** A bidder may not withdraw its bid for a period of thirty (30) days after the date set for the opening thereof.

**1.8 Award or Rejection of Bids:** The Governing Board of the District reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, and to judge the merit and

qualifications of the materials, equipment, and services offered. The District may also accept multiple reasonable bids to establish flexibility in the provision of the bus services.

**1.9 Interpretation of Documents:** A proposer's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that proposer's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor. Any questions relative to the proposal shall be in writing and directed to Julie Corona at [jcorona@beniciaunified.org](mailto:jcorona@beniciaunified.org). These requests shall be submitted to the District at least five working days prior to the date the proposal is due.

**1.10 Licenses & Certificates.** Bidders shall submit with the bid a true copy of the firm's current School Pupil Activity Bus Certificate

**1.11 Restricted Bid:** Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, shall be considered qualified bidders for the contract.

**1.12 Scoring/Ranking Protest Procedures:** Any protest of the best value scoring, ranking process and/or the determination shall be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following the opening of the bids; any such protest shall comply with the following requirements:

- a. The protest must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid. A proposer may not rely on the proposal protest submitted by another proposer, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting proposer.
- e. The proposer filing the protest must concurrently transmit a copy of the protest and all supporting documentation to all other proposers with a direct financial interest which may be affected by the outcome of the protest, including all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The proposer whose ranking has been protested may submit a written response to the protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the protest or receipt of the protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting firm and to all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- g. The District shall evaluate all of the evidence presented and shall make a determination as to whether the protest is warranted and whether any additional action needs to be taken. The decision of the District shall be final.
- h. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of proposal protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.
- i. If the District determines that a protest is frivolous, the protesting proposer may be determined to be non-responsible and that proposer may be determined to be ineligible for future contract awards by the District.
- j. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

**BID FORM**

Award(s) will be based on the prices submitted and compliance with the Contract provisions. Pursuant to California Education Code section 39802, the District governing board reserves the right let the contract for the service to a bidder other than the lowest bidder.

**Section I: Basic Special Education Transportation.**

“Basic Special Education Transportation” shall mean the safe transportation of any and all special education pupils or other authorized persons who are designated by District to be transported between school and a point reasonably close to the pupils’ homes. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules agreed upon by District and Contractor. District anticipates but does not guarantee that Basic Special Education Transportation will require a minimum of 4 hours of bus service time to transport pupils from points reasonably close to their homes to school and a minimum of 4 hours of bus service time to transport pupils from school to points reasonably close to their homes. Typically, the District has had transportation services provided by 2 buses that accommodate 29 students which does AM pick up runs in the morning and PM delivery runs in the afternoon. These needs may change depending on enrollment or other factors.

**Rates and Charges for Basic Special Education Transportation (include information on number of buses, capacity of each bus, and any assumptions and requirements applicable to rates and charges):**

[illegible]

**Section II: Supplemental Special Education Transportation.**

“Supplemental Special Education Transportation” shall mean the safe transportation of any and all special education pupils or other authorized persons as may be requested by District for field trips, excursions, athletic activities or any other purpose designated by District. Contractor shall maintain and have available for use by District such spare or supplemental buses as Contractor shall determine is reasonable to accommodate District’s requirements under the contract. District prefers that Contractor provide a flat-fee bid for all supplemental special education transportation up to two hours and an hourly rate for any additional hour(s) or fraction thereof.

Rates and charges for Supplemental Transportation (include information on number of buses, capacity of each bus, and any assumptions and requirements applicable to rates and charges):

[illegible]

### Section III:

Please provide information regarding all other buses that meet the Contract requirements, which can be made available to transport District students, including the rate to rent such buses.

**Section IV:**

Each bidder shall supply the District with the names, addresses, and telephone numbers of at least three (3) references, preferably school districts in Solano County, using services which are similar, if not identical, to the services being bid.

---

Name of Contact

---

School District/Company

---

Address

---

Telephone

---

Email

---

Name of Contact

---

School District/Company

---

Address

---

Telephone

---

Email

---

Name of Contact

---

School District/Company

---

Address

---

Telephone

---

Email

**Section V:**

The selected contractor will be required to enter into the Special Education Bus Transportation Contract, attached hereto as Attachment A. Please provide any exceptions or revisions to the Contract which will be requested if you are the selected contractor.

---

---

---

---

---

---

---

---

---

The undersigned hereby proposes and agrees to furnish, and deliver the services in accordance with the terms, conditions, specifications and prices herein quoted.

\_\_\_\_\_  
Proper name of Individual, Company or Corporation

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

\_\_\_\_\_  
Type or Print Signer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

## ATTACHMENT A

### SPECIAL EDUCATION BUS TRANSPORTATION CONTRACT

This Contract is made and entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020, by and between the Benicia Unified School District (“District”), located at 350 East K Street, Benicia, California 94510, and \_\_\_\_\_ (“Contractor”), with its principal offices located at \_\_\_\_\_, collectively, the Parties.

The Parties agree as follows:

#### I. Contract Documents

The Contract Documents consists of those documents identified in the Table of Contents to the bid packet, including the fully executed bus transportation contract; the notice to bidders; the special conditions; the bid form; references; specifications; the information and conditions; the ‘no discrimination’ policy; and the non-collusion declaration.

#### II. The Contractor shall provide the following Work to the District.

- A. The Work shall consist of the Contractor supplying and maintaining such school buses (in quantity and capacity) and personnel as are required to fulfill District’s needs for “Basic Special Education Transportation” and “Supplemental Special Education Transportation” as defined below. In addition, Contractor shall make good faith efforts to provide District with the number of buses it may request at any time of day.

“Basic Special Education Transportation” shall mean the safe transportation of any and all special education pupils or other authorized persons who are designated by District to be transported between school and a point reasonably close to the pupils’ homes. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules agreed upon by District and Contractor.

“Supplemental Special Education Transportation” shall mean the safe transportation of any and all special education pupils or other authorized persons as may be requested by District for field trips, excursions, athletic activities or any other purpose designated by District. Contractor shall maintain and have available for use by District such spare or supplemental buses as Contractor shall determine is reasonable to accommodate District’s requirements under this Contract, which spare or supplemental vehicles are understood by the parties to be vehicles that are not exclusive to this Contract and which are available by Contractor for use in other contracts it may service.

- B. District and Contractor will consult on a regular basis concerning the Basic Special Education Transportation and Supplemental Special Education Transportation requirements of the District. In the event of changes in the number of pupils requiring Basic Special Education Transportation, or in route or schedules submitted by

Contractor and approved by District, the number of buses and spare buses will be adjusted accordingly.

- C. In providing the Work called for in this Contract, the Contractor agrees to furnish all labor and equipment, including buses, tools, implements, and fuel to perform all the Work in a safe and expeditious manner. Contractor shall at all times enforce strict discipline and good order among its employees involved in the Work and shall not employ in connection with the Work any unfit person or anyone not skilled in the task assigned.
- D. The Contractor shall comply with all applicable laws and regulations governing the safe transportation of special education students. Contractor shall be responsible for properly and adequately training its personnel and ensuring that its personnel are licensed as required by law.
- E. The Contractor shall provide and maintain only certified buses that meet all applicable regulations and laws relating to student transportation in California, including all relevant requirements of the California Vehicle Code, Titles 5 and 13 of the California Administrative Code, all applicable rules, regulations, and orders of the California Highway Patrol, and the California Education Code. The Contractor shall furnish to the District or its designee certificates of compliance and copies of California Highway Patrol inspections certifying that all buses furnished under this Contract are in compliance with such laws and regulations relating to student transportation.
- F. All vehicles the Contractor proposes to furnish shall be subject to the approval and acceptance of the District or designee. All buses utilized for District activities shall be in excellent mechanical condition and appearance. The District or designee reserves the right to inspect equipment at any time during the term of the Contract. Vehicles which are deemed to be unfit for providing the required service as determined by District or designee, or which do not have a current certification, shall be promptly replaced by the Contractor with another vehicle of the appropriate size, type and capacity and in proper condition and appearance at no additional cost to the District. All required equipment shall be installed on all such replacement vehicles.
- G. If, during the period of the Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modifications or installation shall be made by the Contractor at the Contractor's expense, and evidence of completion shall be provided to the District or designee.

III. The Contractor shall comply with the following bus driver requirements.

The Contractor shall submit proof of its School Pupil Activity Bus (SPAB) Certification as part of the bid submittal; upon request; and on July 1 of every year.

The Contractor shall provide qualified drivers for each vehicle, each of whom shall be employed, trained and licensed in accordance with all applicable laws, rules, and regulations governing the operation of school transportation vehicles, and experienced with the regulations, handling and supervision of students. It is the District's intent to provide high-quality transportation services and to ensure the safety and comfort of the District's students. Toward that end, the Contractor shall uphold the following standards for personnel:

- A. For the protection of students, the drivers and other persons who have contact with students and their families must be of stable personality and good moral character. All drivers shall be fingerprinted through the Department of Justice. The Contractor shall complete the Fingerprinting Certification, attached hereto as Exhibit A, that no driver of vehicles in connection with the Work shall have been convicted of any crime that would tend to impair his/her ability to be a driver of school-age children.
- B. The Contractor shall allow no person to drive a bus if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to drive a bus who is not, at any time, in a condition of good mental and emotional stability.
- C. The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons is and shall be prohibited on the buses.
- D. Drivers employed by Contractor shall be trained and shall in any event drive the buses within the posted speed limit and at a safe speed, they shall drive carefully and safely observing all traffic laws, and they shall not utilize any cell phone while driving unless there is a documented emergency that requires same. No texting while driving is allowed.
- E. Every driver employed by the Contractor to provide Work to the District shall have and maintain all applicable licenses and/or certificates for the applicable class of bus utilized, which shall be made available to the District upon request.
- F. Each bus driver employed by the Contractor to provide Work to the District shall be in good health. Prior to driving a bus in service for the District, each driver shall comply with legal requirements for tuberculosis risk assessment and testing. Drivers shall maintain compliance with legal requirements for tuberculosis risk assessment and testing throughout their Work for the District. Tuberculosis risk assessments and testing will be at Contractor's expense. Contractor shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the District.
- G. All drivers shall have had First Aid Training and shall hold valid First Aid Certificates

and CPR Certificates issued by the American Red Cross. Drivers must be able to identify and properly cope with epileptic-type seizures.

- H. Safety is of paramount concern to the District. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program and shall ensure the availability of a state-certified School Bus Driver Instructor to conduct the program. The program shall include but not be limited to regularly scheduled safety meetings for drivers. The agenda of the meetings shall be available to the District or designee upon request.
- I. The Contractor's Management Staff shall evaluate all drivers on their routes for the purpose of observing their driving practices with respect to safety; mechanical operation; compliance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of students. All drivers shall be evaluated a minimum of once every six (6) months during their first year of employment with the Contractor and one (1) time per year thereafter. A copy of each evaluation report shall be made available to the District or designee upon request.
- J. Other requirements:
  - 1. Appearance/Identification Badges – All drivers employed by Contractor shall at all times while on duty be neatly groomed, appropriately dressed, and wear a photo identification badge issued by the Contractor. The badge shall include the Contractor's name and logo or seal, if any, the employee's full name, position/title, and a clear photograph of the employee's face.
  - 2. Time Pieces – Contractor shall require all drivers to have accurate time pieces while on duty so that they can maintain established scheduled driving times.
  - 3. Map Books – All drivers, whether permanent, temporary or substitute, shall be required to carry a current map book or GPS map program at all times depicting the general vicinity of the anticipated bus trip.
  - 4. Radios – Each driver shall have knowledge of the operation of the mobile two-way radio or similar device and all federal regulations covering its use.
  - 5. Unsafe Equipment – In addition to all other safety requirements, drivers shall also be responsible for notifying the Contractor of any/all equipment which they suspect to be unsafe for transportation use.
  - 6. Policies and Procedures – All drivers, prior to operating buses under this Contract, shall be totally familiar with and shall abide by the rules, policies and procedures of student transportation as provided by the State of California as well as the District.
  - 7. Loading and Unloading – All drivers shall supervise the loading and unloading of his or her bus at every pick-up and delivery point.

8. Temporary Removal of a Driver – Should any concern arise regarding appropriateness of any driver on any route, the Contractor shall, upon receipt of notice from the District or designee, immediately and temporarily remove any driver specified from his/her duties of conveying any students covered by this Contract until such time as the concern is resolved to the satisfaction of the District or designee. Drivers may be removed permanently pursuant to the provisions set forth below.
9. Safety Equipment – It shall be the driver's responsibility to ensure that seat belts, car seats, safety vests and wheelchair are properly fastened as soon as the student enters the bus and for the duration of the trip. Wheelchair brakes must be in a locked position during transport. Wheelchairs must be adequately secured within the bus by the driver to prevent movement or tipping during operation of the bus. Contractor shall provide any additional restraints required for safe transport. The Contractor shall notify the District or designee of any student's equipment not in proper transport condition.
10. The Contractor shall plan and implement a comprehensive drug and alcohol detection and use prevention policy designed to be used for all employees of the Contractor who will be performing services under this Contract, including, but not limited to, drivers and mechanics. Said policy shall be submitted to the District and approved prior to commencement of work under this Contract.
11. The responsibility for hiring and discharging Contractor's employees 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 to the full extent of the Contract with the District and the requirements contained therein. The District or designee reserves the right to approve or reject any and all proposed drivers or bus aides of Contractor. The Contractor agrees that the District or designee shall have the right to require removal from service under this Contract any employee who, in the opinion of the District or designee, does not meet the District's safety or qualification standards.

#### IV. Student Discipline

The Contractor shall recognize its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a bus that transports students. Each driver shall handle such discipline as is required to properly and safely operate Contractor's buses. Each driver will handle all disciplinary matters in strict accordance with District policy. The driver and the Contractor are to be a reporting agency only and are not to perform acts of discipline on students. All discipline problems shall be reported by the driver or Contractor's designee by the next school day following completion of the route. The authority to suspend or expel any student from transportation services hereunder shall rest with District. Further procedures and regulations for administration of discipline shall be established cooperatively between District and Contractor.

V. Reporting of Accidents or Injuries

The following reports shall be submitted to the District or designee by the Contractor:

- A. Accident/Injury Reports – Any bus accident or incident involving injury to a student or other person on the bus or in connection with the bus trip shall be orally reported immediately to the District or designee. A written report shall be submitted to the District or designee as soon as possible, but in no event later than 24 hours after the accident or incident on a form approved by the District or designee.

Bus accident reports shall provide at a minimum the following information:

1. Number of students on board at the time of the accident and the names of each;
2. Whether any injuries occurred;
3. The date and time of the accident;
4. The route number, driver's name, location of accident, involvement of other vehicles, and nature and extent of any property damage;
5. The Contractor's preliminary assessment of fault;
6. Any reports completed by the Contractor's management and by the driver regarding the incident; and
7. Any reports obtained from the California Highway Patrol or from any other law enforcement agency regarding the incident.

VI. Payment by the District to Contractor for the Work

- A. Payment will be made by the District to the Contractor monthly in arrears after receipt of properly documented invoices and statements both of which shall be delivered monthly to the District. Invoices shall be submitted to the District in a form satisfactory to the District. Each invoice shall be supported by Daily Bus Reports (“DBR”) which shall contain the driver’s report of mileage, departure and arrival times, number of pupils transported, names of sites serviced, and the beginning and ending times for each trip made for which payment is requested.

- B. Contractor shall be paid in accordance with the Rate Schedule set forth at Exhibit A.

VII. Assignment

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

### VIII. Contract Term

The Contract term commences on the date it is signed by all parties and it shall terminate June 30, 2021. This Contract will automatically renewal on July 1 of each year unless the District has notified Contractor at least thirty (30) days prior to the Contract expiration of its intention to not review the Contract ("Renewal Term"). The Rate Schedule for each Renewal Term shall be determined in writing prior to each Renewal Term by the Parties.

### IX. Termination without Cause

This is a non-exclusive contract. The District reserves the right to contract with other transportation firms in its sole discretion. The District shall have the option to terminate this Contract without cause upon sixty (60) days' written notice to Contractor.

### X. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend and save harmless the District, each of its officers, agents, and employees, from any and all claims, demands, costs, attorney's fees, losses and liability of any kind or nature for any damages, sickness, death, or injury to persons or property arising from the actions, or the failure to act, of the Contractor or Contractor's agents, servants, employees, or subcontractors performing Work under this Contract, excepting only liability due to the sole negligence or the intentional misconduct of the District.

### XI. Insurance

A. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification, Contractor shall maintain in force at all times this Contract is in effect policies of insurance as hereinafter described.

1. A comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000) per person, Twenty Million Dollars (\$20,000,000) per accident, with no annual aggregate limit. Property damage limits shall be Two Million Dollars (\$2,000,000) per loss. The District and its officers shall each be named as an additional insured on the policies by endorsements that shall be attached to the Contract as proof of insurance. Each policy shall provide for written notification by the carrier to the District at least thirty (30) days prior to modification, cancellation, failure to renew, or other termination.
2. Each policy shall provide that Contractor's insurance policy shall be primary and any insurance maintained by the District, if any, shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this Contract.
3. The Contractor shall, at Contractor's own expense, maintain coverage in

conformance with the above requirements. Certificates of insurance evidencing the limits of coverage and signed copies of all required endorsements for each policy shall be filed with the District no later than ten (10) calendar days after the award of this Contract. All insurance is subject to the approval of the District.

- B. Workers' Compensation Insurance. Contractor shall maintain at all times this Contract is in effect a policy of workers' compensation insurance as required by applicable law. The policy shall provide for notification by the carrier to the District at least thirty (30) calendar days prior to cancellation, failure to renew, or other termination. A certificate evidencing this coverage and notice to District requirement shall be filed with the District no later than ten (10) calendar days after the award of this Contract. By signing the Contract, Contractor makes the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing performance of the work of this Contract.
- C. Sexual Abuse and Molestation Insurance. Contractor shall maintain at all times this Contract is in effect a policy of sexual abuse and molestation insurance in the amount of One Million Dollars (\$1,000,000) per occurrence; Ten Million Dollars (\$10,000,000) aggregate.
- D. In the event of any breach of this Article, or in the event the District receives notice indicating any required insurance coverage will be diminished or cancelled, the District at its option may, notwithstanding any other provision in this Contract to the contrary, immediately declare a material breach of the Contract and suspend all further Work.

## XII. Independent Contractor

The Parties intend that Contractor, in performing the services herein specified, shall act as an independent consultant and shall have control of the Work and the manner in which it is performed. Contractor and its officers, agents, and employees, are not to be considered agents or employees of District and are not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

## XIII. Force Majeure

Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's

failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. If the period for non-performance continues for thirty (30) calendar days, the party not affected may terminate this Contract immediately by giving written notice to the affected party.

Should District become legally obligated to continue paying Contractor despite there being a failure or delay in Contractor's performance of services under this Contract, Contractor agrees to the following:

- A. Contractor shall be required to provide District with a certified payroll list of all employees during the period of non-performance.
- B. Contractor shall certify to District that the funds it receives from District will be utilized to pay the regular salaries of all its employees and that Contractor will not lay off any employees whose services are being billed.
- C. Contractor shall resume services to the District once they are legally able, at the request of the District, and in compliance with public health directives.
- D. Contractor may only submit invoices for services during the period of non-performance based on rates in this Contract minus expenses that will not be incurred due to non-performance, including but not limited to fuel costs, vehicle maintenance and repairs, mileage fees, per diem travel, and other expenses.
- E. Contractor shall not submit invoices for, nor shall the District pay, for any days that the District was already scheduled to be closed pursuant to the District school calendar as it existed prior to the first day of non-performance.
- F. Contractor invoices shall provide a breakdown of how fees were calculated, what expenses were included or deducted, and a list of the salary payments made to each employee, including the name of each employee.
- G. If Contractor is eligible to apply for or receive funds from the federal or state government providing relief during the period of non-performance, Contractor shall make a good faith effort to apply for and obtain those funds. Any funds received from the federal or state programs should be reported to the District. Should the District ascertain that the funds are duplicate payments being made by the District, Contractor shall be required to reimburse the District within thirty (30) calendar days of receipt for the lesser amount received or the amount the District has paid.
- H. Contractor agreed that if a court or other administrative agency determines that providing payment as described above is deemed a gift of public funds under the California Constitution, the District is entitled to reimbursement for all payments made during the period of non-performance.

#### XIV. COVID-19

Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), Contractor, on behalf of itself, its officers, agents, employees, volunteers, and representatives, agrees to

strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- o <https://covid19.ca.gov/>
- o <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- o [https://www.solanocounty.com/depts/ph/coronavirus\\_links/covid\\_19\\_guidance\\_documents.asp](https://www.solanocounty.com/depts/ph/coronavirus_links/covid_19_guidance_documents.asp)

XV. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.

XVI. Severability

Should any part of this Contract be found to be unenforceable by a court of competent jurisdiction, the unenforceable part shall be severed, and the remainder of this Contract shall continue in full force and effect.

XVII. Conflict of Interest

Contractor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further represents that in the performance of this Contract, no person having such interest will be employed.

XVIII. Nondiscrimination

It is the policy of the District that in connection with all Work performed under the Contract, there shall be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, disability, religious creed, sex, gender, gender identity, gender expression, age, marital status, or other unlawful consideration. The Contractor shall comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

XIX. Binding Effect

This Contract shall inure to the benefit of and be binding upon the District and the Contractor and their respective successors and assigns.

XX. Entire Agreement

This Contract constitutes the entire agreement between the Parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Contract unless otherwise provided herein. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract, understands it, and agrees to be bound by its terms and conditions.

XXI. Contract Made in California

This Contract shall be deemed to be made in Solano County and shall be construed in accordance with the laws of the State of California. Venue for any dispute shall be in the Superior Court in the County of Solano and no other place.

The parties hereto execute this Contract as of the day and year set forth above.

DISTRICT

CONTRACTOR

\_\_\_\_\_  
Benicia Unified School District

\_\_\_\_\_

**EXHIBIT A**

**Fingerprint Certificate re: the Bus Transportation Contract with the  
Cinnabar Elementary School District**

I am the Chief Executive Officer of \_\_\_\_\_ (“Contractor”).

I hereby certify under penalty of perjury based on the laws of the State of California that:

All of the personnel who will render services and Work pursuant to the Contract and who will have contact with students of the District have been duly fingerprinted by the State of California; that I have reviewed the results of the fingerprinting and I can therefore state and declare that no such personnel has been convicted of a serious or violent felony.

Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_

**EXHIBIT B**  
**RATE SCHEDULE**

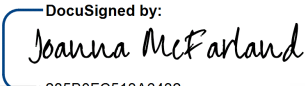
**EXHIBIT B**

**Fingerprint Certificate re: the Bus Transportation Contract with the  
Cinnabar Elementary School District**

I am the Chief Executive Officer of Joanna McFarland ("Contractor").  
I hereby certify under penalty of perjury based on the laws of the State of California that:

All of the personnel who will render services and Work pursuant to the Contract and who will have contact with students of the District have been duly fingerprinted by the State of California; that I have reviewed the results of the fingerprinting and I can therefore state and declare that no such personnel has been convicted of a serious or violent felony.

Dated: 2/25/2021 | 2:13 PM PST

Contractor:   
285B0FC513A6432...

## **EXHIBIT C**

An upfront, one-time Implementation Fee in the amount of \$15,000. \$5,000 of that Implementation fee will be invoiced to Organization upon execution of the Agreement for purposes of establishing Services for Organization. The remaining \$10,000 of the Implementation fee will be invoiced separately upon execution of the Agreement, and will be credited toward the ongoing ride fees set forth below.

### **EXHIBIT C**

#### **MINIMUM INSURANCE COVERAGE**

- Automobile Liability: \$5,000,000 single limit/\$6,000,000 UM/UIM
- General Liability: \$5,000,000 per occurrence/\$6,000,000 aggregate
- Sexual Misconduct: \$5,000,000 limit/\$6,000,000 aggregate
- Employer's Liability: \$2,000,000

## SAMPLE INVOICE

HopSkipDrive, Inc.  
 1933 S. Broadway, Ste. 1144  
 Los Angeles, CA 90007 US  
 accounting@hopskipdrive.com  
 hopskipdrive.com



HopSkipDrive

## Invoice

**BILL TO**

ABC School District  
 123 Fake St.  
 Los Angeles, CA 90007

**INVOICE # 1957****DATE 04/01/2019****DUE DATE 05/01/2019****TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review  
 and Pay" on the invoice then click "Pay Now".

**BALANCE DUE****\$150.03**

You can also pay via Bill.com at <https://app.bill.com/Login>.  
 (Payment Network ID 0160726151291838)

## SAMPLE INVOICE SUPPORTING DOCUMENTATION

## Organizer Invoice 1957 Account #12345

April 1, 2019 to April 30, 2019

## ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: \$150.03

Scheduled Start	Trip ID	Trip Status	Origin Address	Destination Address	Passengers or Canceled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	1439156	canceled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	\$12.52
4/29/2019 10:30:00 AM	1439154	canceled	789 East St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.41	\$11.14
4/10/2019 2:15:00 PM	1449500	complete	789 East St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	\$13.05
4/10/2019 10:15:00 AM	1449498	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.31	\$32.76
4/4/2019 12:30:00 PM	1437516	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	\$25.58
4/4/2019 9:15:00 AM	1437498	complete	789 East St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.31	\$32.98
<b>Grand Total</b>						<b>49.59</b>	<b>\$150.03</b>

## Certificate Of Completion

Envelope Id: 1E7B8D24C1C344A7BE3AB8A76EC2CB67

Status: Completed

Subject: Please DocuSign: Transportation Packet.pdf

Source Envelope:

Document Pages: 57

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

Julie Corona

AutoNav: Enabled

jcorona@beniciaunified.org

Envelopeld Stamping: Enabled

IP Address: 63.199.44.22

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Julie Corona

Location: DocuSign

2/25/2021 12:03:43 PM

jcorona@beniciaunified.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Benicia Unified School District

Location: DocuSign

## Signer Events

Joanna McFarland

joanna@hopskipdrive.com

CEO

HopSkipDrive

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Joanna McFarland*

285B0FC513A6432...

Signature Adoption: Pre-selected Style

Using IP Address: 23.240.246.184

## Timestamp

Sent: 2/25/2021 12:55:48 PM

Viewed: 2/25/2021 2:12:54 PM

Signed: 2/25/2021 2:13:05 PM

## Electronic Record and Signature Disclosure:

Accepted: 2/25/2021 2:12:54 PM

ID: c7347f52-becb-4aac-95d4-5c4cb69850e3

Victoria Seils

vseils@beniciaunified.org

Accounting Supervisor

Benicia Unified School District

Security Level: Email, Account Authentication  
(None)

DS  
*Victoria Seils*

Signature Adoption: Drawn on Device

Using IP Address: 71.202.249.132

Sent: 2/25/2021 2:13:08 PM

Viewed: 2/25/2021 5:08:25 PM

Signed: 2/25/2021 5:20:11 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timothy Rahill

trahill@beniciaunified.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Timothy Rahill*

BB81D5ED6F744CE...

Signature Adoption: Pre-selected Style

Using IP Address: 73.170.220.20

Sent: 2/25/2021 5:20:14 PM

Viewed: 2/25/2021 5:35:19 PM

Signed: 2/25/2021 5:37:19 PM

## Electronic Record and Signature Disclosure:

Accepted: 2/25/2021 5:35:19 PM

ID: 235c432b-5841-4b5b-97c2-b0b3ce1a75c7

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Carbon Copy Events	Status	Timestamp
Brian Klarfeld brian@hopskipdrive.com Senior Account Executive HopSkipDrive Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/25/2021 12:24:47 PM ID: 3552d405-2064-4603-bbde-69a2f32f5424	<div>COPIED</div>	Sent: 2/25/2021 12:55:50 PM Viewed: 2/25/2021 12:56:14 PM

Premwadee Mclouth pmclouth@beniciaunified.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 2/25/2021 5:37:22 PM
--	-------------------	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/25/2021 12:19:51 PM
Certified Delivered	Security Checked	2/25/2021 5:35:19 PM
Signing Complete	Security Checked	2/25/2021 5:37:19 PM
Completed	Security Checked	2/25/2021 5:37:22 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Benicia Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Benicia Unified School District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [spadoan@beniciaunified.org](mailto:spadoan@beniciaunified.org)

#### **To advise Benicia Unified School District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [spadoan@beniciaunified.org](mailto:spadoan@beniciaunified.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Benicia Unified School District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [spadoan@beniciaunified.org](mailto:spadoan@beniciaunified.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Benicia Unified School District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [spadoan@beniciaunified.org](mailto:spadoan@beniciaunified.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Benicia Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Benicia Unified School District during the course of your relationship with Benicia Unified School District.