REQUEST FOR PROPOSAL (RFP)
School Transportation Services
RFP No. STS-2019

PRE-PROPOSAL CONFERENCE (OPTIONAL)
San Francisco Unified School District
2nd Floor Conference Room #210
135 Van Ness Avenue
San Francisco, CA 94102

PRE-PROPOSAL CONFERENCE DIAL-IN INFORMATION
+1 513-760-6704 PIN: 490 721 411#

PRE-PROPOSAL CONFERENCE DATE AND TIME
September 18, 2019 - 8:00 A.M. PDT

MAIL OR DELIVER PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
RFP No. STS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME
October 21, 2019 - 2:00 P.M. PDT

● Please go to the following link to view and download the bid package.
● Please look for “School Transportation Services” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this RFP will be posted here.
● Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
● As a requirement of this solicitation, proposers are required to respond according to the instructions indicated in the RFP. Proposers will respond utilizing the format, forms and other criteria indicated in the RFP.
● Proposer responses that do not comply with the format, forms and other instructions indicated, may be rejected.
● The District reserves the right to refuse any and all proposals, and to waive any irregularities or informalities in any proposal.
● Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposers are recommended to use a freight carrier that has tracking capabilities. Proposals received after the due date and time will be rejected.
● To preserve the integrity of this RFP, the Proposer is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
● The District reserves the right to amend this RFP as necessary.
● All materials submitted to the District in response to this RFP shall remain the property of the District.
● The District shall not be responsible for the costs of preparing any proposal in response to the RFP.
NOTE REGARDING THE PUBLIC RECORDS ACT:

Government Code Section 6250 et seq., the California Public Records Act (PRA), defines a public record as any writing containing information relating to the conduct of the public business.

The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety.

In addition, all information submitted in response to this RFP is itself a public record, excepting to the extent permissible by law a Proposer’s financial information.

Submission of any materials in response to this RFP, other than Financial Documentation clearly marked as “CONFIDENTIAL”, constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

By submitting materials, (1) you are consenting to release of such materials by the San Francisco Unified School District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold SFUSD harmless for release of such information.
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1.0 Overview of Request for Proposals

1.1 Publication of Request for Proposals

The San Francisco Unified School District (“District”) is requesting qualified firms, partnerships, Corporations, associations, persons, or professional organizations (“Contractor”) to submit a statement of qualifications and pricing proposals (“RFP”) to the District for Student Transportation Services (“Services”), as described herein.

All Proposals must be received on or before October 21, 2019, no later than 2:00 p.m PDT.

Proposals are to be submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses shall not be accepted. Proposals shall be opened immediately after they are due. Proposals received after the due date and not in accordance with the instructions set forth in the RFP shall be rejected. Interested Contractors are invited to submit a Proposal as described below, with one (1) original and seven (7) hard copies of requested materials as well as digital copies on two (2) thumb drives, to:

San Francisco Unified School
Purchasing Department
RFP No. STS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

The completed Fee Schedule (Appendix 6.14 Attachment G), the financial statement, and ratio information should not be included in the one (1) original copy, seven (7) hard copies, and two (2) thumb drives.

The completed Fee Schedule (Appendix 6.14 Attachment G) should be submitted in a SEPARATE, CLEARLY MARKED SEALED ENVELOPE labelled “[Contractor Name] Fee Schedule”.

The financial statement and ratio information should be submitted in a SEPARATE ENVELOPE, prominently marked “CONFIDENTIAL [Contractor Name] Financial Resources”.

All inquiries/questions/requests for clarification and communications regarding the RFP must be directed to:

Damian Vigil, Purchasing & Warehouse Manager
SFUSD Purchasing Department
RFP No. STS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

Tel. No. (415) 241-6468 ext. 1608
Fax No. (415) 241-6487
Email: vigild@sfusd.edu

Please include reference to the RFP number and the section, page, etc. that you are inquiring about. Questions regarding this RFP must be submitted in writing and directed to Damian Vigil at VigilD@sfusd.edu on or before 2:00 p.m. PDT on September 6, 2019. The preferred communication is email, although questions/inquiries may be sent via regular mail or facsimile. Contractors are directed not to contact any other person with inquiries regarding this RFP, and proposals may be disqualified for doing so. The District may respond to questions presented via addenda to this RFP.
1.2 Timeline and Key Dates

The San Francisco Unified School District intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all Contractors that despite the best intentions of the District, delays may ensure and consequently, the schedule could be affected. The District shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>Weekday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>Wednesday</td>
<td>August 21, 2019</td>
</tr>
<tr>
<td>RFP Document Posting (SFUSD Website)</td>
<td>Wednesday</td>
<td>August 21, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 1 Run Date</td>
<td>Wednesday</td>
<td>August 21, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 2 Run Date</td>
<td>Wednesday</td>
<td>August 21, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Question Submission Deadline (5:00 P.M. PDT)</td>
<td>Friday</td>
<td>September 6, 2019</td>
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<tr>
<td>Optional Pre-Proposal Conference (8:00 A.M. PDT)</td>
<td>Wednesday</td>
<td>September 18, 2019</td>
</tr>
<tr>
<td>Question &amp; Answer Posting (5:00 P.M. PDT) (SFUSD Website)</td>
<td>Wednesday</td>
<td>September 25, 2019</td>
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<tr>
<td>Proposal Due Date and Time (2:00 P.M. PDT)</td>
<td>Monday</td>
<td>October 21, 2019</td>
</tr>
<tr>
<td>Intent to Award Notice Posting (5:00 P.M. PDT) (SFUSD Website) (Anticipated)</td>
<td>Monday</td>
<td>November 4, 2019</td>
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<tr>
<td>Board of Education Approval Date (Anticipated)</td>
<td>Tuesday</td>
<td>December 10, 2019</td>
</tr>
<tr>
<td>Contract Start Date (Anticipated)</td>
<td>Wednesday</td>
<td>July 1, 2020</td>
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NOTE: Attendance at the Pre-Proposal Conference is optional.

NOTE: All updates and addendums will be posted to the District website and your attention to that website is required to access this information.


2.0 Background Information

The San Francisco Unified School District (SFUSD) is the seventh largest school district in California, serving more than 57,000 students who speak more than 44 languages across 132 schools in San Francisco every year. We aim for every student who attends SFUSD schools to discover his or her spark, along with a strong sense of self and purpose, and that all students graduate from high school ready for college and career, and equipped with the skills, capacities and dispositions outlined in SFUSD’s Graduate Profile.

2.1 SFUSD Mission

Every day we provide each and every student the quality instruction and equitable support required to thrive in the 21st century.
2.2 SFUSD’s Equity Definition

The work of eliminating oppression, ending biases, and ensuring equally high outcomes for all participants through the creation of multicultural, multiethnic, multiracial, multilingual practices and conditions; removing the predictability of success or failure that currently correlates with any social or cultural factor.

2.3 Vision 2025

In a city and world that is constantly changing, SFUSD now has an ambitious vision to ensure that we prepare our graduates to live, thrive, and succeed in San Francisco and beyond. The Graduate Profile serves as the anchor for our vision and identifies the knowledge, skills, dispositions and behaviors required by our 21st century world.

Charting the course toward our vision will require us to both build on the foundational work we are doing through our current strategic plan, Transform Learning, Transform Lives, and to engage in innovative practices to accelerate results for students.

The Board of Education and district leadership are engaging our broader civic and business community to help them understand our bold vision and build the social, political, and financial capital required to make the shifts our vision calls for.

Our vision clarifies how SFUSD is taking a leadership role to innovate educational equity and excellence for all our students. The time is right to let our community know that investing in our equity agenda will ultimately help solve one of the key challenges we face today, which is maintaining a diverse and vibrant community in San Francisco.

We seek partnerships with organizations that embrace, and help move our District towards Vision 2025.

2.4 Core Values

As we work toward changing the system so that it truly is able to serve all students, we must have a strong set of core values and core beliefs that will guide us through the challenges that will come our way. We seek partnerships with organizations that embrace and exemplify these core values.

- **Student-centered**: We put students’ needs first.
- **Fearless**: We persist through challenges.
- **United**: We celebrate and build on each other’s strengths.
- **Social justice**: We stand with those most vulnerable in our community.
- **Diversity-driven**: We respect and seek to understand each person.

2.5 Service Standards

Our 9 HUG standards help us consistently provide high-quality service to our students, colleagues, families and community. We seek partnerships with organizations that embrace and exemplify these service standards.

**Honor. This means:**
- Communicate positively and proactively
- Respond in a timely, professional, and accurate manner
- Respect ideas and feedback from people of all backgrounds & positions
Understand. This means:
- Seek to understand concerns by listening and asking questions
- Empathize and consider different perspectives
- Offer options and differentiated support

Guide. This means:
- Be solutions-oriented
- Collaborate and share responsibility to solve challenges
- Clarify agreements and follow through on commitments

2.6 SFUSD’s Transportation Department

The District’s Transportation Department is committed to its mission and vision for student transportation.

- **Mission:** Transportation’s mission is to provide safe, efficient, and on-time transportation services that support equitable access to educational opportunities for our students.

- **Vision:** SFUSD’s students and families experience the Transportation Department as one that is student centered and responsive in providing eco-friendly transportation options that are prompt, reliable, and affordable.

The Transportation Department’s **strategic plan** to achieve its vision includes a variety of strategies directed towards achieving three primary goals.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Strategies</th>
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| 1. Provide each and every student with equitable access to educational opportunities | - Provide on-time, safe, equitable transportation services  
- Ensure general education routes and stops are aligned with the student assignment policy  
- Provide services that help improve outcomes for our African American students  
- Strengthen alignment with Special Education |
| 2. Strengthen operational efficiency | - Upgrade routing and planning software  
- Standardize bell schedules and align early release  
- Manage fiscal resources responsibly  
- Provide excellent customer service |
| 3. Increase organizational clarity | - Support a thriving workforce  
- Strengthen public facing communication  
- Ensure all Transportation team members know what Transportation plans to achieve, by when, who is responsible, and how progress will be measured |

As the field of PK-12 transportation evolves, the District’s Transportation Department strives to stay dynamic and to continually improve the quality of services provided to our students. We are seeking partnerships with organizations who think creatively, and provide innovative, dynamic solutions to improve services for our students.
3.0 Proposal Format, Content, and Submission

A. Proposals must comply with all aspects and instructions contained in this RFP, including the form of agreement ("Contract") the selected firm(s) will be expected to execute, regardless of the scope(s) or volume of work for which your firm is seeking consideration. The terms and conditions of the Contract are not negotiable. By submitting a Proposal, your firm agrees to the terms and conditions stated in this RFP and Contract, and further agrees to comply with the format, content and submission prerequisites required of a responsive proposal.

3.1 Proposal Format

B. Proposals submitted on forms other than the prescribed forms contained in this RFP will be rejected. Firms may copy the forms contained in this RFP for use in their proposal submission, but substituted forms or formats are unacceptable.

C. Firms’ proposals must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Contractors’ proposals shall strive to be no longer than one hundred (100) pages, 8-1/2” x 11” paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected in the following section (Proposal Content). In addition to the proposal, Contractors shall submit documentation of adequate financial resources (Section 3.2.3 C) in a separate envelope labelled “CONFIDENTIAL [Contractor Name] Financial Resources”, and their fee schedule (Section 3.3.6) in a separate clearly marked sealed envelope labelled “[Contractor Name] Fee Schedule.”

3.2 Proposal Content

3.2.1 Signed Letter of Interest

A. A dated Letter of Interest must be submitted, including the legal name of the Contractor, address, telephone, email and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Contractor. The Letter of Interest should provide a brief statement of Contractor’s experience indicating the unique background and qualities of the Contractor, its personnel, and what will make the Contractor a good fit for work with the District.

3.2.2 Table of Contents

A. A table of contents of the material contained in the Proposal should follow the letter of interest.

3.2.3 Tab 1: Contractor’s Information

A. **Narrative of Services.** Provide a brief narrative of the services offered by Contractor. The narrative should:
   a. Provide a brief history of Contractor, and, if a joint venture, of each participating entity.
   b. Identify legal form, ownership, and senior officials of company(ies).
   c. Describe number of years in business and types of business conducted.
   d. A description of typical services to clients that are similar to the work outlined in this RFP.
   e. Name the Scope(s) of Work for which Contractor is submitting its proposal (i.e., Scope 1/2/3)
   f. Contractor’s contact information and email address to send Contractor notifications hereunder.

B. **Documentation of proper incorporation and license to do business in the State of California.**
C. **Documentation of adequate financial resources.**
   a. Latest Financial Statement and the previous two (2) years, either reviewed or audited per Generally Accepted Accounting Principles.
   b. Include a certification of correctness of the Contractor's statement of financial resources.
   c. Provide the following financial information for the company’s last completed fiscal year: the Current Ratio; the Quick Ratio, and; the Debt to Equity Ratio.
   d. If the company or parent company has **filed a Chapter 7 or 11 bankruptcy** within the last 5 years, you must include an explanation of the circumstances and evidence of successful financial recovery since the bankruptcy.

The financial statement and ratio information shall be submitted in a SEPARATE ENVELOPE, prominently marked “CONFIDENTIAL [Contractor Name] Financial Resources” by the Contractor, and shall be reviewed only by District, except as subject to a court order or other legal basis requiring disclosure.

D. **Statement of ALL claim(s) filed against the Contractor** in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).

E. Notify the District of whether they have been assessed any **penalties or liquidated damages** in the past five (5) years; whether they are currently under investigation for any charge or claim for non-compliance with any laws or regulations; and whether they have been formally disqualified from performing services, or had any contract terminated for failure to perform in the past ten (10) years. Use **Attachment A: Contractor’s Questionnaire**.

### 3.2.4 Tab 2: Contractor’s Prior Relevant Experience

A. **Describe the Contractor’s professional qualifications and experience providing pupil transportation for PK-12 students, especially in the state of California.** In describing prior experience, be sure to include the scale of operations, including number of students, schools, routes, and vehicles. Provide any data that may assist the District in understanding the Contractor’s qualification and expertise. Use **Attachment B: Prior Relevant Experience** to provide a list of K-12 districts or equivalent institutions for which the Contractor has provided the same or similar services to in the past seven (7) years.

B. **Contractor shall furnish references from five (5) current or previous clients** for whom relevant services were provided within the past three (3) years, providing a contact name, address, email and telephone number. Additionally, the Contractor shall provide the name, email and phone number of at least one, non-management or non-supervisory employee. Contractor shall not provide as references any person who is currently or has been employed by the Contractor within the past five (5) years. Contractor shall obtain approval from employees to be contacted by the District, including best days/times to be contacted. Use **Attachment C: References**.

C. **Contractor shall furnish materials that demonstrate their approach to and track record of student safety.**
   a. Safety plan and supporting documentation that details the relevant training, policies, and protocols around student safety.
   b. Explanation and examples of how safety is prioritized and evaluated in key areas of your operations, such as staffing, routing and scheduling, student management and training, vehicle maintenance and customer service.
   c. Summary of all accidents reported by the Contractor to the California Highway Patrol within the past three years. For each accident, please indicate the type of vehicle involved, and the number and severity of any injuries or fatalities that occurred.
   d. Briefly describe your protocols and practices for conducting and documenting pre-trip and post-trip vehicle inspections.
   e. Any verifiable data such as miles between accidents or miles between preventable accidents.
f. If you have won any safety awards, please report those.

3.2.5 Tab 3: Vehicles

A. **Describe your approach to reducing greenhouse gas emissions.** The District is committed to the use of electric and low-carbon vehicles. Contractors who commit to powering some percentage of their fleet with sustainable propulsion technologies (i.e. electric vehicles, or renewable diesel) shall be awarded points as part of the best value selection process. Please indicate what experience, if any, your organization has in operating electric vehicles. If you have clean air emissions goals, include them in this section of the proposal. Contractors who commit to powering some percentage of their fleet with sustainable propulsion technologies (i.e. electric vehicles, or renewable diesel) shall be awarded points as part of the best value selection process. Use [Attachment D: Sustainability Assessment](#).

B. **Provide a clear and detailed description of all vehicles**, regular and standby, that shall be used to provide services if awarded a contract under this RFP. Your description should clearly articulate whether and how each vehicle type meets the minimum vehicle requirements listed in Section 5.3 of this RFP. Any proposal that does not clearly meet these minimum requirements shall be deemed non-responsive.

C. Provide a summary of the **technology** that will be provided on all vehicles. The summary should cover the technological requirements outlined in Section 5.3.3 of this RFP.

D. **Describe your plan for preventative maintenance of all vehicles and the staffing levels** proposed to ensure compliance with that program. Include a description of how you keep complete and accurate maintenance records on each vehicle. If proposing on multiple different scopes of work, please indicate how this maintenance plan would differ for each scope of work, and each combination of different scopes of work.

E. **Provide the address for the location(s) where you shall maintain all necessary vehicles and equipment** for the performance of this Contract. Indicate whether this you hold a current and valid terminal inspection certificate issued by the California Highway Patrol (CHP) for the bus yard or the steps you plan to take to get a terminal inspection certification from the CHP.

3.2.6 Tab 4: Personnel

A. **Submit a complete staffing plan for all non-driver personnel.** The plan shall address all aspects of Section 5 (Services Being Solicited) of this RFP, and shall include at a minimum:

   a. A complete organizational chart that reflects the proposed staffing plan and which enumerates all full-time equivalent (FTE) positions. This org chart shall represent the minimum staffing levels to be maintained throughout the duration of the contract. If proposing on multiple different scopes of work, please indicate how staffing levels would differ for each scope of work, and each combination of different scopes of work.

   b. A detailed description of all positions (e.g. managerial, supervisory, administrative, maintenance, mechanics, instructors, dispatchers, field representatives, and other daily operations staff), indicating which personnel will be dedicated full-time to the contract with the District and which will be dedicated part-time. Indicate personnel who shall serve as primary contact(s) for the District, including a customer service single point of contact.

   c. One page resumes for key managerial and supervisory staff who would be performing services for the District.
d. If a Contractor has not yet hired some staff members, describe how these positions will be filled on a timely basis, and describe how they will be adequately trained in order for the Contractor to be ready to perform the contract, if awarded.

B. Provide a list of proposed drivers who shall provide services under the proposed scope(s) of work, including hire date, California drivers’ license expiration date, and permit to operate a school bus, student activity bus, or commercial passenger vehicle as applicable. This list may be anonymized for driver confidentiality.

   a. Indicate the number of additional drivers who you anticipate needing to hire if awarded a contract.

   b. Include a detailed plan and schedule for driver staffing, including without limitation hiring, training and qualifying drivers on time to fully commence services as outlined in this RFP.

   c. If proposing on multiple different scopes of work, please indicate how staffing levels would differ for each scope of work, and each combination of different scopes of work.

C. Describe your organization’s strategy for the recruitment and retention of highly qualified drivers.

D. Describe your program for driver training and orientation. Successful proposers shall demonstrate an exceptional commitment to provide drivers with the proper training and resources to create safe and supportive environments for each an every student they serve (Section 5.4.1.5).

E. Include an overview of training and professional development opportunities your organization has provided for staff in the past two (2) years. Include a brief description of each training, the approximate number of employees who attended, and the roles of each attendee (e.g. drivers, mechanics, management, etc.). Include a proposed list of trainings and professional development opportunities that shall be provided for staff if awarded a contract under this RFP.

F. Provide a description of your organization’s evaluation practices and protocols.

G. Provide wage scales for each of the following positions (as applicable): driver, standby driver, lift gate driver, dispatcher, field supervisor, mechanic, and fueler.

H. To the extent applicable, submit a status report regarding any collective bargaining agreements in place, and/or labor negotiations underway with the Contractor’s employees or their representatives, including the anniversary dates of all labor contracts that the Contractor holds. Be sure to include the number and classification of employees covered by any agreement and the timeline for renewal of the agreement.

3.2.7 Tab 5: Business Services

A. Implementation plan. Using the information provided in this RFP, provide a draft plan for implementing the Contractor’s services, including the process and timeline for the following critical areas: startup activities and training, familiarization with the District and District routes, provision of necessary space, technology, vehicles, personnel, and business services.

B. Customer Service. Provide a copy of the organization's core values and customer service guidelines. Describe how you will ensure high quality customer service for District staff, students, and families. Attach any documents (e.g. excerpts from an employee handbook) that outline your organization’s customer service standards as they relate to students, families, and District staff.
C. **Dispatch.** Provide a description of how your organization will operate and dispatch daily routes. Include a description of the staffing levels, technology (hardware and software), and business protocols that shall be used to support the services outlined in this RFP.

D. **Communication.** Submit a plan for managing internal communications at all levels, including how communications between the Contractor and the District on a day-to-day level shall be handled. The communication protocol should address ride cancellations and route changes.

E. **Student Safety.** Provide a description of the tools and strategies you use to ensure student safety when they are loading or unloading from a vehicle.

F. **Emergency planning and procedures.** Describe how you shall provide all passengers with instruction in school bus emergency procedures and passenger safety. Describe your approach to emergency contingency planning.

G. **Billing and invoicing practices.** Describe the organization, accounting, and operational controls you will use to perform this contract.

H. **Reporting.** Describe the types of reports and data you use to measure and monitor service levels and cost efficiencies. Include illustrations that indicate they types of reports and data you will use to ensure the safe and timely transportation of District students, and the efficient allocation of public funds. For each of the **Key Performance Indicator (KPI’s)** outlined in section 5.6.4 of this RFP, indicate whether you currently track, or have the ability to track, this KPI for one or more of your current K-12 transportation contracts. For each KPI currently being tracked, please provide a description of the methodology used to collect the data, the frequency with which the data are refreshed, and the format in which the data are reported to your current client(s). Please include visuals (e.g. a screenshot of a dashboard) of reports to the extent possible. Use Attachment E: KPIs.

I. **Technology Assessment.** Describe the hardware and software you use to operate and support transportation services. Submit a completed Attachment F: Technology Assessment.

### 3.2.8 Tab 6: Fee Schedule

A. Submit a completed Fee Schedule (Appendix 6.14 Attachment G) in a SEPARATE, CLEARLY MARKED SEALED ENVELOPE labelled “[Contractor Name] Fee Schedule”. The envelope with Contractor's pricing information shall be opened after the Contractor's Qualification Points have been scored.

B. Pricing must be presented using the District’s Fee Schedule form (Appendix 6.14 Attachment G). The information must be clearly filled out and written in ink or typed without interlineations, alterations, or erasures. All pricing and information on these forms must be filled in completely or the proposal may be found non-responsive.

C. The Fee Schedule form (Appendix 6.14 Attachment G) has three different tabs, one for each of the three different scopes of work outlined in this RFP. Contractors may bid on any or all of the three different scopes of work, and they must complete the relevant Fee Schedule form **for each scope of work** they are submitting a proposal for.

D. The quantities listed on the Fee Schedule form are for proposal purposes only. The actual quantities and items to be purchased under the Contract shall be dictated by the actual needs of the District.

E. The “**Base Daily Price (3 hours)**” and the “**Excess Hourly Price (per hour)**” submitted by the Contractor on the Fee Schedule form shall set forth the Contractor’s fixed price in the event a contract is awarded.
3.2.9 Tab 7: Contract

A. The form of agreement ("Contract") is the document the selected firm will be expected to execute, regardless of the scope or volume of work awarded. The General Terms and Conditions and all Appendices and/or Exhibits that are a part of the Contract are not negotiable. In the event you have any clarifying questions about the Contract, please submit them in written form before the deadline for submission of written questions and the District will respond accordingly.

B. If selected, your firm must agree to the terms and conditions stated in the Contract, which will incorporate by reference all aspects of the RFP and your submitted Proposal.

C. Attachment H (Appendix 6.15) is a copy of the District's Contract.

3.3 Submission of Proposals

All Proposals must be received on or before October 21, 2019, no later than 2:00 p.m. PDT

Proposals are to be submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses shall not be accepted. Proposals will be opened immediately after they are due. Proposals received after the due date and not in accordance with the instructions set forth in the RFP shall be rejected. Interested Contractors are invited to submit a Proposal as described below, with one (1) original and seven (7) hard copies of requested materials as well as digital copies on two (2) thumb drives, to:

San Francisco Unified School
Purchasing Department
RFP No. STS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

The completed Fee Schedule (Appendix 6.14 Attachment G), the financial statement, and ratio information should not be included in the one (1) original copy, seven (7) hard copies, and two (2) thumb drives.

The completed Fee Schedule (Appendix 6.14 Attachment G) should be submitted in a SEPARATE, CLEARLY MARKED SEALED ENVELOPE labelled “[Contractor Name] Fee Schedule”.

The financial statement and ratio information should be submitted in a SEPARATE ENVELOPE, prominently marked “CONFIDENTIAL [Contractor Name] Financial Resources”.

3.4 Protest Procedures

A. Protest of Contract Award

1. **Within two (2) business days** of the District’s issuance of a Notice of Intent to Award a contract under this RFP, all Contractors who submitted a responsive proposal shall be afforded an opportunity to review all responsive Proposals, **not including the separately submitted “CONFIDENTIAL” financial statements**, submitted under this RFP. This opportunity for review shall be for a limited time and only those authorized representatives of each responsive Contractor shall be given access.

2. **Within five (5) business days** of the District’s issuance of a Notice of Intent to Award a contract under this RFP, all Contractors who submitted a responsive proposal shall be afforded an opportunity to review all responsive Proposals, **not including the separately submitted “CONFIDENTIAL” financial statements**, submitted under this RFP. This opportunity for review shall be for a limited time and only those authorized representatives of each responsive Contractor shall be given access.
RFP, any Contractor that believes that the District has incorrectly selected another bidder for award may submit a written notice of protest (hereinafter "protest" or "notice of protest) as provided for herein.

3. The notice of protest must be in writing and include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the protesting company. The protest should specify facts and evidence sufficient for the District to determine the validity of the protest.

B. Delivery of Protests

The notice of protest must be received by the District at or before 5:00 p.m. PDT on the fifth (5th) business day after the Notice of Intent to Award. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g. by telephone) shall not be considered.

All protests must be delivered to:

Damian Vigil, SFUSD Purchasing & Warehouse Manager
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

C. Disposition of Protests

The protest procedures and time limits set forth herein are the sole and exclusive remedy in protesting any aspect of this RFP.

4.0 District’s Evaluation / Selection Process

4.1 Basis of Award

A. Subject to the provisions herein, Contract awards will be made to the responsible proposers with the “highest scored” responsive proposals, giving appropriate consideration to the evaluation factors stated herein.

B. The District reserves the right to make an award to other than the low-cost proposer.

C. The District intends to select one of the Contractors, if any, for each scope of work—but reserves the right to select more than one Contractor, or no contractor—that best meets the District’s needs to perform the services as described in this RFP.

D. From the Contractors that provide proposals to the District, the District may, at its discretion, interview some or all of those Contractors.

4.2 Essential Qualification Requirements

A. In order to be found sufficiently qualified and responsible in response to this RFP, a Contractor must demonstrate to the District that it meets each of the following Essential Qualification Requirements:

   a. Size and scale of the Contractor are sufficient to provide the vehicles, personnel, and business services required to support the scope of work;

   b. Contractor has proper incorporation and license to do business in the State of California.

   c. Financial statements indicate ability to provide services on which the Contractor is bidding, and all insurance requirements outlined in this RFP are met; and

   d. Proposed fleet meets all minimum vehicle and technology requirements.
B. Once the District has determined that a Contractor has met the Essential Qualification Requirements, the submitted proposal will be evaluated as set forth in Sections 4.3, 4.4, and 4.5 below, and as further discussed in this RFP and attachments to this RFP.

C. Failure to meet any of the Essential Qualification Requirements outlined above (Section 4.2 A) will preclude Contractor’s further participation in the selection process.

4.3 Best Value Selection Process

A. Contractors will be evaluated and selected based on qualifications and demonstrated competence.

B. Contractors are encouraged to think strategically; the successful contractor’s proposal shall be the one that commits to the provision of the highest quality services at the most reasonable price.

C. This RFP shall be evaluated as a “best value” procurement. The District shall weigh proposals based on the total daily price and the total number of “best value points” scored using a 1000-point scale format under four (4) Value Categories:
   1) Prior Relevant Experience
   2) Vehicles and Sustainability
   3) Personnel
   4) Business Services

D. Evaluators shall first “score” the Value Categories of all submitted proposals, before opening the separately enclosed Fee Schedule (Appendix 6.14 Attachment G).

E. The total value points shall then be divided by the total daily costs to determine the “points per dollar” for each proposal.
   a. Formula: Total Value Points ÷ Combined Total Daily Price = Points per dollar

F. The Contractor with the most points per dollar shall be considered the “best value” responsible bidder for each scope of work.

G. The table below is an illustration of how the points per dollar shall be calculated. In this scenario, Contractor B shall be considered the “best value” responsible bidder for Scope of Work #1 because it has the most points per dollar.

<table>
<thead>
<tr>
<th>Value Category</th>
<th>Maximum Value Points</th>
<th>Contractor A</th>
<th>Contractor B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prior Relevant Experience</td>
<td>225</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>2. Vehicles and Sustainability</td>
<td>225</td>
<td>225</td>
<td>225</td>
</tr>
<tr>
<td>3. Personnel</td>
<td>250</td>
<td>100</td>
<td>175</td>
</tr>
<tr>
<td>4. Business Services</td>
<td>300</td>
<td>75</td>
<td>100</td>
</tr>
<tr>
<td>A. Total Value Points (sum all value points)</td>
<td>1,000</td>
<td>500</td>
<td>700</td>
</tr>
<tr>
<td>B. Combined Total Daily Price for Scope of Work #1 (from Attachment G: Fee Schedule)</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Points per Dollar (A. Total Value Points) / (B. Combined Total Daily Price)</td>
<td>0.1</td>
<td>0.14</td>
<td></td>
</tr>
</tbody>
</table>
4.4 Best Value Scoring

A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

B. Each scope of work shall be evaluated separately, and Contractors who propose on multiple scopes of work may earn different best value scores for each scope of work.

<table>
<thead>
<tr>
<th>Best Value Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Category</td>
</tr>
<tr>
<td>1. Prior Relevant Experience</td>
</tr>
<tr>
<td>2. Vehicles and Sustainability</td>
</tr>
<tr>
<td>3. Personnel</td>
</tr>
<tr>
<td>4. Business Services</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

C. Each best value category shall be scored separately using the scoring guide below.

<table>
<thead>
<tr>
<th>Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUALITY OF RESPONSE</td>
</tr>
<tr>
<td><strong>EXCEPTIONAL RESPONSE</strong></td>
</tr>
<tr>
<td><strong>GOOD RESPONSE</strong></td>
</tr>
<tr>
<td><strong>ADEQUATE RESPONSE</strong></td>
</tr>
<tr>
<td><strong>MARGINAL RESPONSE</strong></td>
</tr>
<tr>
<td><strong>INADEQUATE RESPONSE</strong></td>
</tr>
</tbody>
</table>
4.5 Criteria for Best Value Scoring

- **All Four (4) Value Categories**
  - The following criteria will be considered when allocating points in each of the four Value Categories:
    - RFP responses demonstrate a clear understanding of and alignment with the District’s vision, mission, values, service standards, and with the Department of Transportation’s mission, vision, and strategic plan (i.e., Section 2.0 of this RFP).
    - Contractor has provided all the information requested in Section 3.0 of this RFP, and their responses demonstrate their capacity to provide all the services described in Section 5.0 of this RFP.

- **Value Category 1: Prior Relevant Experience (225 Points)**
  - **Professional Qualifications**
    - Extensive prior experience providing services that are similar in nature to those requested in the scope of work on which the Contractor is bidding.
    - Proven track record of providing excellent service.
    - Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county laws and/or regulations within the past five (5) years, and is not currently under investigation for any charge or claim for non-compliance with any federal, state, local, city, or county laws and/or regulations.
    - Firm has never been formally disqualified from performing services for any school district or other public agency within the State of California. Contractor has not had a contract terminated for failure to perform in the past ten (10) years.
  - **Approach to and Track Record of Student Safety**
    - Safety plan is clear and compelling, and inspires a high degree of confidence that Contractor shall do everything within its power to keep students safe at all times.
    - Safety is considered and prioritized in all aspects of service.
    - Contractor has demonstrated an outstanding track record of student safety.

- **Value Category 2: Vehicles and Sustainability (225 points)**
  - **Sustainability**
    - Contractor has indicated a willingness and ability to utilize electric vehicles, has provided a clear and compelling plan for how to acquire those vehicles, and has indicated a competitive price point for electric vehicles under the “Alternate Pricing” section of the price proposal. Firm has extensive experience operating sustainable vehicle fleets in other Districts.
  - **Vehicles**
    - Contractor has provided a detailed description of all vehicles, articulating how each vehicle meets the requirements (including technological requirements and safety equipment), outlined in this RFP. Contractor has demonstrated the capacity to provide the number of vehicles, and spare vehicles, required to support the scope of work in question.
  - **Age of Vehicles**
    - Vehicles are as new as possible, and any used vehicles have low mileage and are in excellent condition. Preference shall be given to newer, and lower mileage fleets.
  - **Vehicle Maintenance**
    - Maintenance plan is clear and compelling, and inspires a high degree of confidence that Contractor’s fleet shall remain in excellent working condition throughout the duration of the contract.

- **Value Category 3: Personnel (250 points)**
○ Contractor has the capacity to provide all the staff needed to support the provision of services outlined in this RFP.
○ Organizational chart includes sufficient staffing and key positions necessary to provide the services proposed without any possibility of interruption or reduction in quality. Reporting structure is clear and logical. Plan to fill any open positions is comprehensive.
○ Key supervisory and management positions are/will be filled by highly qualified individuals.
○ Contractor has the capacity to provide the number of highly qualified, licensed drivers required to support the scope of work, and has a clear and feasible plan for assigning them to District routes.
○ Contractor has a compelling strategy for the recruitment and retention of highly qualified drivers, and an excellent program for driver training and orientation.
○ Contractor has demonstrated a clear commitment to providing rigorous professional development and growth opportunities for all staff.
○ Contractor has rigorous evaluation practices and protocols.
○ Contractor pays its employees no less than prevailing wages.
○ Contractor has agreed to the First Offer to Hire Employees in Section 5.4.4.

● Value Category 4: Business Services (300 points)
  ● Implementation Plan
    ○ Implementation plan contemplates all risks and dependencies and articulates a clear, compelling, and realistic plan for mitigating risk and providing all of the services proposed.
  ● Customer Service and Communications
    ○ Proposal and supporting documents demonstrate a clear understanding of and alignment with the District’s mission, vision, core values, and service standards.
    ○ Proposal and supporting documents instill a high degree of confidence that the Contractor will consistently provide excellent customer service to students, parents, and District staff.
    ○ Communication protocols are clearly articulated and provide for fast, efficient communication between Contractor and District, including protocols for responding to route changes.
  ● Student Safety and Emergency Planning
    ○ Contractor’s approach to the loading and unloading of students meets all state and federal mandates and reflects all the requirements outlined in this RFP
    ○ Contractor has a strong approach to emergency contingency Planning.
  ● Dispatch
    ○ Contractor has the staff, technology, and business protocols needed to provide swift, accurate, on-time services, and to serve as a liaison between the District and drivers and families. Their response clearly demonstrates their capacity to support the services outlined in this RFP.
  ● Billing and Invoicing
    ○ Contractor demonstrates that they have the necessary organization, accounting and operational staff, systems and structures to perform this contract.
  ● Reporting
    ○ Contractor demonstrates extensive experience tracking and reporting data in an accurate, timely, and transparent fashion.
    ○ The descriptions of the reports and data the Contractor uses to measure and monitor service levels and cost efficiencies are clear and easy to understand.
    ○ The methodology the Contractor uses to collect data is efficient, and the format of the reports used on a regular basis are consumer friendly and easy to understand.

5.0 Services Being Solicited

A. The District shall be responsible for determining student eligibility, and designing routes and schedules.
B. The Contractor shall be responsible for all other aspects of pupil transportation services outlined in this RFP, including vehicles, personnel, and business services.
C. Sections 5.1 through 5.5 shall become “Appendix A – Statement of Work” under the Transportation Services Contract, if awarded.

5.1 Definition of Terms

- **Trip**: A trip is the scheduled pickup and transportation of one or more pupils to a destination.
- **Route**: A route is a group of one or more trips identified in advance by the District and assigned to one bus.
- **Late trip**: A trip is considered late when any scheduled pick up arrives 10 minutes or more late, or when the bus arrives 10 minutes or more late to school.
- **Missed Trip**: A missed trip is any trip that is more than 60 minutes late or that does not happen at all.
- **Therapy Trip**: Transportation for one or more students to and from a health clinic for a student to receive therapy services.
- **Field Trip**: Transportation for multiple students to and from an extracurricular activity. Typically, field trips are scheduled during the mid-day period, from 9:30 AM to 1:00 PM, while some can occur on evenings and weekends.
- **Curb-to-curb**: Unique locations (e.g. a student’s home, a school, a therapy location) where individual students are picked up and dropped off.
- **Hub-to-school (Hub)**: Identified locations (bus stops) where multiple students gather for rides to and from school.
- **Fixed Route**: Routes that exhibit little to no change in pickup or drop-off times and locations over the course of the year.
- **Dynamic Route**: Routes that have the potential to exhibit moderate to significant changes in pickup or drop-off times and locations over the course of the year.
- **Non-Public Schools**: Private, nonsectarian and certified by the state of California to provide special education services to students based on their Individualized Education Program (IEP).
- **IEP**: Individual Education Program - a written education plan designed to meet a child’s learning needs.

5.2 Three (3) Different Scopes of Work

A. Through this procurement, three (3) different scopes of work are being solicited for purchase for a period of three (3) years with provision for optional extension in one year increments up to a total of five (5) years.

B. Each of the three (3) scopes of work being sought are described below.

C. Contractors may bid on any or all of the three different scopes of work.

D. While the three scopes of work vary, the requirements laid out in this RFP shall apply to all three of the scopes of work unless stated otherwise. Notwithstanding the three different scopes of work, the general requirements set for in this RFP, and any subsequent contract, shall apply to all services defined herein, unless otherwise stated.

5.2.1 Scope of Work # 1: 20 Passenger School Buses and Wheelchair Accessible School Buses

A. The primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, and field trip transportation services for students with IEPs.

B. The District may, at any point during the term of the contract extend curb-to-curb or hub transportation services to additional students, which may include homeless youth, foster youth, students enrolled in County Community schools, pregnant minors and minors with young children, and other groups for whom transportation may present a significant barrier to school access.

C. Such transportation services shall be furnished by 20 passenger school buses and by wheelchair accessible Type 1 school buses as detailed in section 5.3.2.1 of this RFP.

D. The District anticipates that this scope of work shall include curb-to-curb and hub-to-school transportation for approximately 1,500 students to 122 different early education, elementary, middle, high, charter, and non-public
schools per day. Approximately 65 of these students require wheelchair accessible transportation. Additionally, the District currently transports approximately 20 students to and from health clinics for therapy services.

E. Both curb-to-curb and hub-to-school routes are dynamic and may change on a daily basis. Contractor should be able to quickly and flexibly respond to changing student needs, including changes of address or school.

F. Routes are generally, though not exclusively, operated between the hours of 6:30 to 9:30 AM, and 1:00 to 5:00 PM, though therapy trips may occur at any time.

G. Service mostly revolves around the District's academic calendar and is provided both during the 180 day regular school year, and the extended school year (summer). Non-public school trips operate according to each individual school’s academic calendar.

H. The vast majority of trips under this contract shall occur within San Francisco city limits, though the District reserves the right to schedule trips to or from destinations outside San Francisco. Some non-public schools are located outside of San Francisco City limits, and the District reserves the right to request student transportation to additional Non-Public Schools beyond those from the current portfolio.

I. While the primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, and field trip transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

5.2.2 Scope of Work # 2: 72+ Passenger School Buses

A. The primary purposes of this scope of work are the provision of hub-to-school and field trip transportation.

B. Such transportation services shall be furnished by transit style school buses as detailed in section 5.3.2.2 of this RFP.

C. The District anticipates that this scope of work shall include hub-to-school transportation for approximately 2,000 general education students to 44 different elementary and middle school sites per day via fixed, hub-to-school bus routes.

D. Hub routes are fairly static from year to year, though the District reserves the right to add or delete stops or routes at any time.

E. Routes are generally, though not exclusively, operated between the hours of 6:30 to 9:30 AM, and 1:00 to 5:00 PM. Service revolves around the District's academic calendar and is only provided during the 180 day regular school year.

F. In addition to hub-to-school trips, the District transports students to a number of extracurricular activities. This includes more than 2,000 field trips each year that take place during the mid-day, after the conclusion of the AM routes and prior to the commencement of the PM hub-to-school routes. The number of passengers varies by trip, ranging from approximately 15 passengers for smaller trips to more than 300 passengers (on multiple buses) for larger trips, with a median value of approximately 50 passengers per trip. Field trips are generally operated between the hours of 9:30 AM and 1:00 PM, though the District reserves the right to request service outside of these hours. All trips are scheduled by the District’s Transportation department, and operated by the Contractor. The Contractor shall be expected to make their full fleet of vehicles available to provide extracurricular transportation between the AM and PM hub-to-school routes.

G. While the primary purpose of this scope of work is the provision of hub-to-school and field trip transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

5.2.3 Scope of Work # 3: Commercial 10- Passenger (including Driver) Vans or Light Duty Vehicles

A. The primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, extracurricular, and co-curricular transportation.

B. Such transportation services shall be furnished by commercial 10 - passenger (including Driver) vans, or light duty 10 passenger or less capacity vehicles as detailed in section 5.3.2.3 of this RFP.
C. Due to the dynamic nature of pupil transportation, the District is seeking Contractors who can augment the fleet of yellow school buses and provide flexible, reliable, and high quality transportation as needed.

D. These services shall increase the District’s flexibility to be responsive to parents and guardians who desire a smaller, more personalized transportation service for their students, and to create access to extracurricular opportunities for small groups of students who may not require a yellow school bus (e.g. high school students participating in internship programs).

E. This scope of work describes services that are new to District. As such, it is difficult to gauge the approximate number of students who may choose to opt into these services.
   a. It may include some subset of the 1,500 students with IEPs who currently receive curb-to-curb transportation, or additional groups of students, such as students experiencing homelessness, foster youth, students enrolled in County Community schools, pregnant minors and minors with young children, and other groups for whom transportation may present a significant barrier to school access.
   b. As the District is increasingly building work-based learning, community-based research, and other field work into our high schools, flexible, small group transportation options will be critical for ensuring students have access to the range of opportunities available. This may include transportation for high school students who need to travel to job shadows, internships, community based research, or community college courses during the school day.

F. Contractor should be able to quickly and flexibly respond to changing student needs, including changes of address or school.

G. While the primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, extracurricular, and co-curricular transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

5.3 Vehicles

A. Contractor shall be responsible for providing and maintaining all vehicles and equipment needed for the provision of services under this RFP.

5.3.1 Environmental Sustainability

A. The District is committed to the use of electric and low-carbon vehicles.

B. In compliance with the Board of Education Resolution No. 176-27A1 in Support of Carbon Neutral Schools, all diesel powered school buses shall be powered by renewable diesel.

C. Contractor shall make samples of renewable diesel fuel available for quality assurance testing up to three times per year.

D. Diesel powered school buses must be outfitted with ARB-verified Level 3 (85 percent reduction of PM) particulate filters or engines meeting a 0.01 grams/brake horsepower-hour PM emission standard.

E. Commercial passenger vans (e.g. Sprinter type van) must have a fuel economy (combined city/highway) that is greater than 15 miles per gallon (MPG), and light duty vehicles (e.g. Minivans) must have a fuel economy (combined city/highway) that is greater than 80 miles per gallon gasoline equivalent (MPGe).

F. School buses may be powered by gas, propane, renewable diesel, or electricity. All vehicle engines shall meet the current, most stringent, EPA rating. Contractors who commit to powering some percentage of their fleet with sustainable propulsion technologies (i.e. electric vehicles) shall be awarded points as part of the best value selection process.

G. Contractor must submit fuel usage reports to the District twice per year (once in December, and once in June). The report shall denote the total vehicle miles travelled, propulsion technology, and MPGe (for passenger vans and light duty vehicles only) with each vehicle as a separate line item.
H. Contractor shall be required to apply for all available grants for clean air emissions, and the District will assist in the preparation of grants to the extent necessary. All grants awarded and received shall be directly applied and credited to the daily transportation rate under this contract and as mutually negotiated.

5.3.2 Vehicle Types

A. Vehicle types and requirements shall vary across each scope of work in this RFP. The variances in vehicle requirements for each scope of work are outlined in section 5.3.2 of this RFP.

B. Apart from the variances noted in section 5.3.2, all vehicles used in service of the District must comply with each of the remaining requirements outlined in this RFP.

C. If during the term of the Contract, any installation or modification of equipment is required due to a change in Local, State, or Federal law or applicable rules or regulations, such installation or modification shall be made by the Contractor without notification from the District. The cost of any such installation and modification shall be borne by the Contractor.

D. The design of vehicles which the Contractor proposes to furnish shall be subject to the approval and acceptance by the District’s Executive Director of Transportation. A vehicle determined by the Executive Director of Transportation to be unsuitable for its intended use shall be replaced by a vehicle of a design acceptable to the Executive Director of Transportation. No increase in contract price shall be permitted.

5.3.2.1 Scope of Work #1: 20 Passenger School Buses and Wheelchair Accessible School Buses

A. Ambulatory vehicles shall have a seating capacity of at least 20 passengers. Wheelchair accessible vehicles shall have a minimum capacity of 3 wheelchair spaces and 6 ambulatory seats.

B. 29 buses must be wheelchair accessible, as defined in Section 1293 of Title 13 of the California Code of Regulations. All wheelchair accessible vehicles must be equipped with wheelchair securement devices that comply with federal and state legal requirements. District reserves the right to inspect, and approve or reject any wheelchair loading devices installed in any vehicle operated by the successful Contractor.

C. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than six (6) years old. At no time during the term of the Contract shall the age of any such vehicle exceed ten (10) years.

D. If an award is made, Contractor shall use certified school buses, in compliance with all applicable Federal and California standards regarding school buses and pupil transportation safety, as currently codified or as may be amended from time to time, including without limitation Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations.

E. All vehicles identified as being used for the transportation of students with special needs shall be equipped with all safety devices required by California state law, as currently codified or as may be amended from time to time, including without limitation Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations.

F. All vehicles provided under this scope of work shall be equipped with air conditioning.

G. All vehicles provided under this scope of work shall have tinted glass on all side and rear windows.

5.3.2.2 Scope of Work #2: 72+ Passenger School Buses

A. Vehicles provided under this scope of work shall have a minimum seating capacity of 72 passengers.

B. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than five (6) years old. At no time during the term of the Contract shall the age of any such vehicle exceed ten (10) years.
C. If an award is made, Contractor shall use certified school buses, in compliance with all applicable Federal and California standards regarding school buses and pupil transportation safety, as currently codified or as may be amended from time to time, including without limitation Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations.

D. All vehicles provided under this scope of work shall have tinted glass on all side and rear windows.

5.3.2.3 Scope of Work #3: Commercial 10-Passenger (including Driver) Vans or Light Duty Vehicles

A. Vehicles provided under this scope of work shall have a maximum capacity of 10 passengers, including the Driver.

B. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than (2) years old. At no time during the term of the Contract shall the age of any such vehicle exceed four (4) years.

C. If an award is made, all vehicles provided under this scope of work must comply with all applicable Federal and California standards regarding transportation safety including, but not limited to: California Highway Patrol certifications; the California Vehicle Code, requirements applicable to vehicles with capacity for no more than 10 persons ( 9 passengers and 1 Driver), and; the California Education Code section 45125.1, Fingerprint certification requirements and California Education Code section 49406(i), Examination for tuberculosis requirements.

D. Commercial passenger vans (e.g. Sprinter type van) must have a fuel economy (combined city/highway) that is greater than 15 miles per gallon (MPG), and light duty vehicles (e.g. Minivans) must have a fuel economy (combined city/highway) that is greater than 80 miles per gallon gasoline equivalent (MPGe). For commercial passenger vans, the District prefers vehicles powered by renewable diesel to those powered by gasoline.

E. Each vehicle shall visibly display a decal with the company logo in both the front and rear windows, or on the side of the vehicle at all times while the vehicle is in service to the District.

F. A passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver ("10 Passenger Van"), is not considered a School Bus under California law. However, 10-passenger vans and their operators are still subject to specific vehicle safety and driver licensing requirements as follows:
   a. 10-passenger van Drivers are required to have a valid commercial California driver's license with a passenger vehicle endorsement and a school bus driver certificate.
   b. Drivers are required to undergo a medical exam at least once every two years, and must submit to pre-employment drug and alcohol testing, and undergo post-employment testing where there is a reasonable suspicion of usage.
   c. Daily pre-trip inspections are required, and a complete, documented safety and maintenance inspection is required to be conducted at least every 90 days for all commercial 10-passenger vans.
   d. All passengers, as well as the driver, are required to wear seat belts while the van is in operation.

G. Diesel-fueled 10-passenger vans that are used for commercial purposes and weigh more than 10,000 pounds are subject to certain idling restrictions by the State of California's Air Resources Board. Such vehicles cannot idle in one location for more than five minutes at any location, or the driver can be subject to both criminal and civil penalties for pollution violations.

5.3.3 Technological Requirements

A. Contractor shall be responsible for purchasing and maintaining any required software and technology as outlined in this RFP, and for training their staff to use the software and technology.
5.3.3.1 GPS Device
A. All vehicles shall be equipped with Samsara Vehicle Gateway and sensor wiring kit (6 sensors installed) and Telematics GPS service including cellular data paid by contractor.

5.3.3.2 Tablet
A. All vehicles shall be equipped with onboard mounted tablets, most recent Android model stocked by cellular carrier including cellular data paid by contractor. Tablet mount must have the ability to be permanently locked and detachable (docked) by the driver. Tablets shall be used to share information with drivers, including any updates to routes and schedules, and to track daily ridership of students.

5.3.3.3 Student Ridership Device
A. Every vehicle shall be required to be equipped with a Student Ridership reader device that must be integrated with the tablet and GPS Gateway as well as the Edulog Software. The District is currently evaluating multiple ridership capabilities and technology. The device must be purchased and maintained by the contractor.

5.3.3.4 Required Software
A. Contractor shall be responsible for covering all associated costs for software for each vehicle required to run Edulog’s GPS route management system, tablet, and ridership.

5.3.3.5 On Board Cameras
A. All vehicles, including those used as spares, shall be equipped with District approved digital video recording systems.
B. The video recording devices must meet the following minimum requirements:
   a. Vehicles must have 4G network connectivity, a minimum of 5 i/o’s (stop arm, door, etc.), two serial, one (1-wire), USB, diagnostics connection (OBD-II and CAN).
   b. All cameras should have High Definition (1080p) recording quality including audio recording.
   c. Wireless downloading: Devices should have the ability to automatically download camera recordings to District servers from all vehicles in the fleet.
   d. Real-Time Access: District designated staff should be able to access cameras in real-time when students are being transported.
   e. Interior view: There should be at least two (2) 360-degree cameras inside the vehicle, one in the front and one in the back of the bus.
   f. Exterior view: It should be a 360-degree surround-view camera system, either a 360-degree view around the bus or a 180-degree view (front and rear), providing full visibility of the danger zones surrounding a bus and of students who may be within range of the bus but who are not immediately visible under normal circumstances, as well as cars that may be trying to pass a stopped school bus.
   g. Remote health check: Devices should enable managers to remotely monitor the health of the surveillance systems via software applications.
   h. Software integration: The video must be integrated with GPS and student tracking systems.
C. Contractor shall ensure that the District has access to the system including without limitation the ability to retrieve data at any time.
5.3.3.6 Two-Way Communication Radios

A. All vehicles, including route, standby, substitute and spare vehicles, shall be equipped with hands-free Motorola digital two-way communication radios.

B. There shall be ten percent (10%) more radios than vehicles as a spare radio factor. The number of spares may be adjusted upward or downward based on operational efficiency of the radios.

C. The Contractor shall also provide the District Transportation Office with a monitor capable of receiving all transmissions.

D. The use of two-way communication radios shall be limited to professional and business use, and the Contractor's staff shall be properly trained on their professional use.

5.3.4 Safety Equipment

A. All vehicles must be equipped with three-point lap-shoulder restraint system, or the most current federal restraint system standards, as currently codified or as may be amended from time to time.

B. All required equipment for students with special needs shall be installed in accordance with the stricter of either current federal or California standards on all such replacement vehicles.

C. All school buses must have an approved amber warning light system, flashing red signal lights, and stop arm signal.

D. All school buses must be equipped with an operational child safety alert system, which is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

5.3.5 Number of Vehicles

A. Contractor shall at all times maintain a sufficient number of properly maintained vehicles to service all trips for the duration of the contract.

B. The initial number of vehicles required at the start of the contract for each scope of work is as follows:

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Type of Vehicle</th>
<th>Number of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1: 20 Passenger School Buses and Wheelchair</td>
<td>20 passenger school buses</td>
<td>173 (one hundred seventy three) Total Buses</td>
</tr>
<tr>
<td>Accessible School Buses</td>
<td></td>
<td>• 157 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 16 spares</td>
</tr>
<tr>
<td></td>
<td>Wheelchair accessible school buses with at least 3</td>
<td>29 (twenty nine) Total Buses</td>
</tr>
<tr>
<td></td>
<td>wheelchair spaces and at least 6 ambulatory seats</td>
<td>• 26 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 3 spares</td>
</tr>
<tr>
<td>#2: 72+ Passenger School Buses</td>
<td>72+ passenger school buses</td>
<td>28 (twenty eight) Total Buses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 25 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 3 spares</td>
</tr>
<tr>
<td>#3: Commercial 10-Passenger (including Driver)</td>
<td>Commercial Passenger Vans and/or Light Duty Vehicles</td>
<td>11 (eleven) Total Vehicles</td>
</tr>
<tr>
<td>Vans or Light Duty Vehicles*</td>
<td></td>
<td>• 10 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 1 spare</td>
</tr>
</tbody>
</table>

* Scope of Work # 3 describes services that are new to the District. As such, it is difficult to gauge the approximate number of students who may choose to opt into these services, and therefore the number of vehicles that may be
required. The District anticipates that the number of vehicles required to support Scope of Work # 3 may increase during the duration of this contract.

5.3.6 Spare Vehicles

A. A spare vehicle is defined as a vehicle, or vehicles, in addition to the vehicles in the regular fleet and those undergoing State-mandated safety inspections or referred for preventative maintenance.

B. In order to provide the District with immediate service in the event of vehicle breakdowns or to meet other needs, the Contractor shall provide an adequate number of spare vehicles. The spare bus factor shall be a minimum of ten percent (10%), calculated to the closest whole vehicle but not less than one (1) vehicle.

5.3.7 Route Numbers

A. Each vehicle shall visibly display in the front side window the number of the route to which it has been assigned. If a vehicle other than the one normally assigned is used to cover a trip, the vehicle used shall display the number of the route it is covering.

B. Route numbers should be displayed using Route Changer XL, or similar product, which allows for route numbers to be prominently displayed and easily updated between routes.

5.3.8 Maintenance

A. All vehicles shall be in excellent mechanical condition and appearance and meet all State mandated safety inspections and/or preventative maintenance at the beginning of the Contract and shall be maintained in that condition at all times during the term of the Contract.

B. Each bus the Contractor uses shall have passed inspection before it is used to transport District students, and the Contractor shall maintain full responsibility for ensuring that all buses used to provide services to the District are inspected as required in the State of California.

C. The Contractor shall establish and maintain a complete and effective preventative maintenance program with complete and accurate records on each vehicle.

D. The District reserves the right to inspect motor vehicle equipment at any time during the term of the Contract, including a complete inspection of the body and chassis of each school bus operated by the Contractor.

E. The Contractor shall keep maintenance records for each school bus used to transport school children, and these records shall contain at a minimum the following information for each school bus: year; make; model; VIN; bus #, tire size; owner name; nature and due date of the various inspection and maintenance operations to be performed; and a record of all inspections, repairs and maintenance including date and nature.

F. The Contractor shall ensure that pre-trip and post-trip inspections are conducted and documented before and after each trip. Each school bus shall be inspected by the school bus driver and/or persons designated by the Contractor. The inspections shall be conducted in accordance with the California State standards for school bus operations.

G. All faulty or improperly functioning equipment shall be reported in writing on a check sheet, which is signed by the driver, so that maintenance personnel are notified promptly allowing the condition to be repaired before the next trip. The school bus shall be placed out-of-service and may not be driven until all minimum standards for operation are met.

H. The Contractor shall not use any bus declared out-of-service until all repairs required have been satisfactorily completed and the bus has passed inspection.

I. The Contractor shall keep maintenance records that shall be readily accessible to inspectors or auditors authorized by the District. Maintenance records shall contain a written record of all mechanical work or service performed on a school bus. The file shall contain records of all parts which are removed or replaced at periodic preventive

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maintenance intervals, or for any emergency service. Maintenance shall meet or exceed manufacturer’s recommended service interval for each body or chassis component and for all repairs.

J. Vehicles that are deemed to be unfit for providing the required service, or that do not have a current certification, shall be replaced by the Contractor with another vehicle of the appropriate size, type and capacity and of proper condition and appearance. No increase in contract price shall be permitted.

5.3.8.1 Vehicle Cleanliness

A. All vehicles used in the District service must be kept clean. Cleaning shall be performed on a regular schedule.

B. Within the maintenance plan submitted as part of its proposal, Contractor should describe its vehicle cleanliness program and the staffing levels proposed to ensure compliance with that program.

C. At a minimum, service Contractor shall:
   a. Wash vehicle exterior at least once per week and more frequently as needed.
   b. Sweep and damp mop school bus interior daily.
   c. Clean interior windows and wash and disinfect floors daily and more often if reasonably required.
   d. Wash remainder of vehicle interior weekly using sanitizing cleaner.
   e. Assure that all windows of vehicles stored outside are cleared of frost prior to operation. For such vehicles, any accumulation of garbage, dirt, mud or grime is to be cleared from the vehicle exterior, steps, and running boards prior to service.
   f. Service Contractor shall only use cleaning chemicals that are fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used at any time in any District vehicles.
   g. Ensure vehicles are free of rodents, insects, and all other vermin.

D. All vehicles shall at all times be kept smoke free throughout the entire duration of the Contract.

5.3.9 Location of Vehicles

A. The Contractor shall maintain all necessary vehicles and equipment for the performance of this Contract at a suitable location in San Francisco, or in the immediate vicinity of San Francisco which is defined hereunder as being within a fifteen (15) mile radius of San Francisco’s City limits and not involving a bridge.

B. The Contractor shall maintain its bus yard in compliance with the California Highway Patrol (“CHP”) standards, as demonstrated by holding a current and valid terminal inspection certificate issued by the CHP for the bus yard.

C. The Contractor shall not authorize overnight park-out of any vehicles utilized for the transportation of pupils under this Contract without the prior written permission of the District’s Executive Director of Transportation.

5.3.10 Vehicle Use

A. While a vehicle is in service to the District, the transportation of any individual not authorized by the District is prohibited.

B. Stops or detours to locations unauthorized by the District while a vehicle is in service to the District are prohibited.

C. If the Contractor operates any transportation services other than for the District, the Contractor is required to give priority to the District. The Contractor should never fail to provide on-time services for the District because vehicles or drivers are being used to cover services outside of their contract with the District.

5.4 Personnel

A. Contractor shall be responsible for providing all the staff needed to support the provision of services described in this RFP.

B. Contractor shall at all times abide by applicable local, state, and federal laws and regulations in its hiring practices.
C. To the extent applicable, Contractor shall submit with their proposal a status report regarding any collective bargaining agreements in place, and/or labor negotiations underway with the Contractor’s employees or their representatives, including the anniversary dates of all labor contracts that the Contractor holds.

D. Work shall be performed only by personnel who have been trained, qualified, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.

E. Contractor shall comply with the District’s requests regarding assignment of personnel, but all personnel, including any assigned at the District’s request, shall be supervised by Contractor.

5.4.1 Drivers

A. Contractor shall be responsible for hiring, training, and managing sufficient drivers in compliance with all requirements outlined in this RFP.

B. Each Contractor shall submit with its proposal a detailed plan and schedule for driver staffing, including without limitation hiring, training and qualifying drivers on time to fully commence services as outlined in this RFP. Each bidder shall also submit with its proposal a program for driver training and orientation.

5.4.1.1 General Requirements for Drivers

A. The driver’s primary responsibility is to safely transport students to and from school and school activities. Drivers shall drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.

B. All Drivers are required to comply with Education Code section 45125.1, Fingerprint certification requirements, as applicable. Contractor must provide proof that fingerprint certification requirements have been fulfilled prior to assigning any Driver.

C. Contractor must comply with Education Code section 49406(i), Examination for tuberculosis requirements, as applicable. Contractor must provide proof that examination for tuberculosis requirements has been fulfilled prior to assigning any Diver.

D. Drivers shall abstain from using tobacco products while in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.

E. Drivers shall not be under the influence of drugs or alcohol while operating any bus. Drivers shall be subject to drug and alcohol testing in accordance with Board of Education policy and the requirements of federal law.

F. Drivers must follow all federal, state, and local laws, regulations, and procedures related to the transportation of pupils.

G. Drivers must follow the procedures contained in the District’s Transportation Safety Plan.

H. Every driver must be twenty-one (21) years of age or older.

I. The Contractor shall require every driver to have accurate timepieces while on duty so that the drivers can maintain established scheduled times.

J. Every driver shall be evaluated by the Contractor at least once each year for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of students with IEPs.

   a. All Drivers assigned to perform services under this Contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an “at fault” accident, the Driver shall be re-evaluated and retrained.

   b. Copies of the evaluations shall be maintained by the Contractor during the term of the Driver’s employment by the Contractor, plus one (1) year thereafter and shall be available for review by the District.
5.4.1.2 Number of Drivers
A. Contractor shall at all times employ a sufficient number or properly qualified drivers to operate vehicles and service all trips for the duration of this contract. A sufficient number shall be at least one regularly scheduled driver per route, plus standby drivers. The number of standby drivers shall be at least 15% of the total number of regularly scheduled drivers.
B. The Contractor shall maintain a complete and accurate list of drivers with their assigned routes and bus numbers and make it available to the District at all times and without limitation.

5.4.1.3 Number of Standby Drivers
A. Contractor shall provide a sufficient number of standby drivers each day that services are provided under the contract.
B. The minimum number of stand-by drivers shall not be less than fifteen percent (15%) of the total number of regularly-scheduled drivers at all times, or as needed to make the Contract routes whole.
C. This amount of standby drivers is not to include those drivers needed to cover for drivers on long term leave (over three weeks).
D. When the District deems that additional drivers are needed to ensure the timely and reliable transportation of each and every student, it may submit a written request to increase the percentage of standby drivers at any time, and the Contractor shall have three months from the time of notification to comply with the request.
E. The Contractor shall maintain a complete and accurate list of standby drivers and make it available to the District at all times and without limitation.

5.4.1.4 Licenses
A. All Drivers must be properly licensed in the State of California and possess the necessary valid Driver’s license for the class of vehicle operated.
B. At a minimum, all drivers must possess both of the following documents issued by the state Department of Motor Vehicles: (1) a valid Driver’s license for the appropriate class of vehicle to be driven; and (2) a certificate which permits the Driver to operate either school buses, student activity buses or commercial passenger vehicles, as applicable.
C. Contractor shall maintain on file documents confirming each Driver’s name, California Driver’s License number, and Department of Motor Vehicles summary record (DMV pull notice).
D. The Contractor shall maintain on file documents confirming that all Drivers are properly licensed. These documents shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon request or audit.

5.4.1.5 Training
A. Successful proposers shall demonstrate an exceptional commitment to provide drivers with the proper training and resources to create safe and supportive environments for each and every student they serve.
B. Contractor’s instructors shall be certified by the Department of Transportation, State of California.
C. Certification and recertification programs for drivers must include classroom instruction covering inspection procedures to ensure students are not left unattended. (Education Code § 40085.)
D. No regular, relief, standby, or newly-assigned regular driver shall be dispatched on a route under this Contract without being fully trained on:
   a. The use of any and all equipment needed to safely transport the students on the route (e.g., fully trained on operation of the lift on the lift gate vehicles, and proper methods of securing wheelchairs within the vehicle).
   b. The needs of all the students they will be transporting (e.g., disability conditions of students with special needs and procedures to be followed when transporting students with special needs). Drivers who are
required to lift pupils in and out of vehicles shall have special training provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted. Such personnel shall be physically capable of performing the required lifting.

c. The conditions to be expected on route, special considerations for the route, and a review of the route.

E. In addition to the normal driver instructions as provided for by the California Highway Patrol, all drivers and relief/standby drivers shall participate in an annual District-approved, Contractor-provided course of instruction. Drivers of general education routes shall attend a general education program, and drivers of the routes for students with disabilities shall attend a special education program. Stand-by drivers shall attend both programs.

   a. This in-service training shall include at a minimum:

      i. Customer service guidelines and standards, including the District’s Core Values and Service Standards;
      ii. Appearance and dress code;
      iii. Supervision and control of school children, in accordance with the District’s guidelines and Education Code 40081 and 40082, including specialized training necessary for transport of special education pupils;
      iv. The District’s sexual harassment policy;
      v. First aid practices and CPR;
      vi. The proper actions to be taken in the event that a school bus is hijacked;
      vii. The proper installation of mobile seating devices in the bus securement systems.

F. Topics covered during the in-service training for students with disabilities shall include, but not be limited to, pupil management, disability awareness, sensitivity to students with disabilities, safety training in the operation of the lift gates and/or ramps, and appropriate methods for securing persons with disabilities and wheelchairs within the bus.

G. Prior to changing assignment from driving students with special needs to driving general education students, or vice versa, a driver shall receive appropriate in-service training for the new assignment.

H. Drivers who regularly drive both students with special needs and general education students shall receive appropriate in-service training for the assignment.

I. The District reserves the right to request additional staff trainings as needed to ensure the provision of high quality service for students and their families.

J. Contractor shall maintain on file documents confirming that all drivers are properly trained. These documents shall be regularly maintained and updated by Contractor and shall be available for review by the District upon request or audit.

5.4.1.6 Appearance and Dress Code

A. While the District does not require Contractor to implement a formal dress code for drivers, all drivers shall be well-groomed with a professional appearance.

5.4.1.7 Photo Identification

A. All drivers shall wear at all times while driving students for the District a company identification badge displayed on the outer garment in a visible location with their name and picture displayed thereon.

B. The purchase and provision of identification badges shall be the responsibility of the Contractor.

5.4.2 Non-Driver Personnel

A. During the term of this contract, the Contractor shall provide sufficient staffing necessary to perform the duties and obligations of the contract.

B. Contractor shall have the necessary personnel with the skills and experience to enable the Contractor to perform this Contract, if awarded, including supervisory and management staff, mechanics, maintenance, instructors, dispatchers, field representatives, and other daily bus operations staff.
C. Contractor’s instructors shall be certified by the Department of Transportation, State of California.
D. A complete staffing plan for all non-driver personnel shall be submitted as part of the proposal. The plan shall include at a minimum:
   a. A complete organizational chart that reflects the proposed staffing plan.
   b. A detailed description of all positions indicating which personnel shall be dedicated full-time to the contract with the District and which shall be dedicated part-time.
   c. Job descriptions and qualifications required for all non-driver positions.
   d. Resumes for all supervisory and management positions.
   e. If a Contractor has not yet hired some staff members, they shall detail how these positions will be filled on a timely basis, and they shall detail how these individuals will be adequately trained in order for the Contractor to be ready to perform the contract, if awarded.
E. Staffing levels shall never fall below the levels defined in the staffing plan without prior written approval from the District.
F. The District shall have the right to provide bus monitors or bus aides (adult school bus riders) at such times and for school buses as the District may deep advisable.

5.4.2.1 Hours on Duty
A. At all times while students are being transported, the Contractor shall maintain qualified persons on duty who would be able to immediately take care of any problem including but not limited to equipment breakdown, accidents, student discipline problems, emergency rerouting, lost drivers and other unexpected or routine matters which may arise in the Contractor's service. This provision includes a qualified dispatcher, school bus mechanic, and yard manager.

5.4.2.2 Location of Key-Staff
A. Key staff shall be defined as all staff involved in the day-to-day operations of the contract. Key staff may include, but are not limited to drivers, dispatchers, field supervisors, mechanics, fuelers, fleet maintenance supervisors, and general managers.
B. The Contractor shall ensure that key staff shall work from a location in San Francisco, or in the immediate vicinity of San Francisco which is defined hereunder as being within a fifteen (15) mile radius of San Francisco City limits and not involving a bridge.

5.4.3 Prevailing Wages
A. Contractor agrees that, if awarded the contract, Contractor shall pay its employees no less than the prevailing wage rate(s) including fringe benefits as permitted by law for school bus drivers, mechanics, dispatchers and other employees within the City and County of San Francisco at the time of the bid issuance.
B. The District’s Purchasing & Warehouse Manager shall be the sole judge of whether the Contractor’s wage scales meet the prevailing wages provided in the table below.

<table>
<thead>
<tr>
<th>Employee Position</th>
<th>Shift (if not regular)</th>
<th>Regular Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Bus Driver</td>
<td>n/a</td>
<td>$35.05</td>
</tr>
<tr>
<td>Lift pay per day</td>
<td>n/a</td>
<td>$7.00</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>n/a</td>
<td>$31.17</td>
</tr>
</tbody>
</table>
### 5.4.4 First Offer to Hire Employees

A. If the Contractor to whom an award is made is other than the Contractor currently providing transportation services to the District at the time of the bid, the new Contractor shall first offer to hire, where available:
   a. The drivers of the outgoing Contractor;
   b. CHP-certified drivers with experience driving school buses within the City and County of San Francisco; and
   c. Drivers with comparable years of driving experience under conditions similar to those in San Francisco and with comparable or better safety records.

B. In addition, such new Contractor shall first offer to hire, where available, the mechanics and dispatchers of the outgoing Contractor, or other mechanics and dispatchers with satisfactory years of experience.

C. In order to be eligible for hiring under this Section, any such individual must otherwise meet all applicable requirements detailed in the contract.

### 5.5 Business Services

A. Contractor shall be responsible for providing all business services needed for the provision of services under this RFP.

#### 5.5.1 Customer Service

B. The District is dedicated to putting students first and to uphold certain standards of service in every interaction, not only with students, but also with their families, principals, teachers and all District staff who work with our students and schools. It is the expectation of the District that drivers and other Contractor personnel shall demonstrate exemplary customer service and professional conduct in every interaction that is aligned with the District’s [Core Values](#) and [HUG standards](#).

A. Contractor shall provide a customer service single point of contact who will deal directly with the District’s Executive Director of Transportation on all matters concerning the implementation and operation of the Contract as well as any other issues requiring immediate remedy by the Contractor.

B. Drivers and other Contractor personnel shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Contractor is referred to the District’s [Sexual Harassment Policy](#), which is incorporated into any contract by this reference.

C. Any and all information given to a Driver or other Contractor personnel regarding a student is to be considered confidential and under no condition may this information be used for any purpose other than providing services to the District.
5.5.2 Driver Consistency

A. The District and Contractor shall strive to ensure driver consistency to the greatest extent possible.
B. As such, the Contractor shall not assign more than two different regularly scheduled drivers to any route over the course of the regular school year, except where changes are due to driver retirements, resignations, or District requests.

5.5.3 Establishing Routes and Schedules

A. Vehicle routes, schedules, pickup points and unloading zones are to be established by the District, and no exceptions shall be allowed without prior written confirmation by the District.
B. The District reserves the right to change school hours, routes and schedules at any time.
   a. Contractor shall be given at least twenty-four hours prior written notice after the first two weeks following the start of the school year.
   b. Due to the dynamic nature of the start of the school year and the start of the summer program, the District reserves the right to make changes with less than twenty-four hours prior written notice during the first two weeks of the school year and the first two weeks of the summer program.
C. The Contractor, in submitting its proposal, acknowledges and recognizes that the District may be required to make changes in Subsection B, immediately above, and agrees to effectuate these changes as quickly and expeditiously as possible, and within the time constraints indicated.

5.5.3.1 Start of the School Year

A. The District shall provide the Contractor with routes and schedules, in preliminary form, four (3) weeks prior to the start of the regular school year.
B. Contractor shall have permanent drivers assigned to every route, and a list of such assignments shall be delivered to the District at least two (2) weeks prior to the first day of the school year, along with written confirmation that all drivers have signed off on their assignment for the school year.
C. Drivers shall complete an actual-time dry run of all routes and schedules by the assigned drivers in their assigned vehicles no later than one (1) week prior to the first day of school.
   a. The Contractor shall verify the completion and timing of all trips and using a GPS generated report that is submitted to the District no later than one week prior to the start of school. This report shall highlight all instances where the arrival times were later/earlier than those indicated on the schedule from the District.
   b. The Contractor shall share specific feedback from the Drivers, including, but not limited to, suggested adjustments that might decrease the amount of time required, construction and/or traffic patterns that might impact on-time performance.
D. The District shall incorporate feedback from the dry run and shall provide revised routes and schedules to the Contractor at least two (2) days before the start of the school year.

5.5.3.2 Summer Program

A. The District shall provide the Contractor with schedules, in preliminary form, two (2) weeks prior to the start of the Summer Program.
B. Contractor shall have permanent drivers assigned to every route, and a list of such assignments shall be delivered to the District one (1) week prior to the first day of the summer school program, along with written confirmation that all drivers have signed off on their assignments.
C. Drivers shall complete an actual-time dry run of all routes and schedules by the assigned drivers in their assigned vehicles the week prior to the first day of the summer school program.
a. The Contractor shall verify the completion and timing of all trips using a GPS generated report that is submitted to the District. This report shall highlight all instances where the arrival times were later/earlier than those indicated on the schedule from the District.

b. The Contractor shall share specific feedback from the Drivers, including, but not limited to, suggested adjustments that might decrease the amount of time required, construction and/or traffic patterns that might impact on-time performance.

D. The District shall incorporate feedback from the dry run and shall provide revised routes and schedules to the Contractor two days before the start of the summer school program.

5.5.4 Implementing Routes and Schedules

A. Drivers shall follow all laws, regulations, and procedures related to the transportation of pupils.

B. In order to provide each and every student with the quality instruction and equitable support required to thrive in the 21st century, students must consistently arrive to school on time. Moreover, for many students with IEPs the predictability and reliability of on-time services are especially critical.

C. To be eligible for award of the contract, if awarded, a Contractor must have a strong performance record, and a strong record of integrity and business ethics.

5.5.4.1 Operating and Dispatching Daily Routes

A. The Contractor’s dispatching center shall provide swift, accurate, and versatile services, and shall be staffed by a highly trained team with the capacity to ensure on-time services and serve as a liaison between the District and drivers and families.

B. The District and the Contractor shall work together to establish protocols and procedures to ensure high quality service for District staff, students, and families. For example:
   a. Guidelines for communicating with Principals, teachers, families, and students;
   b. An online issues tracker to capture, monitor, and resolve issues;
   c. Guidelines for settling disputes with District staff regarding routes, schedules, pupil conduct, public relations, and other operational problems that might arise; and
   d. Guidelines to ensure effective communication and cooperation at all times between the District and the Contractor.

C. The District shall design all routes and schedules using Edulog’s software and shall provide the Contractor with appropriate access to information so they can assign drivers, assign buses, and manage daily routes and schedules.

D. The Contractor shall have installed and maintained at each dispatch center and bus yard used to service this Contract a direct telephone ring down line to the District’s Transportation Department.

E. The Contractor shall utilize digital two way radio systems, GPS, and Edulog’s software to communicate, coordinate and oversee the timely operation of all routes as well as the needed substitutions of vehicles.

F. The Contractor shall provide the Transportation Department each morning with a list/file, continually updated, of all routes and trips under the Contract which are to be operated by a relief or a standby driver or newly assigned regular driver.

G. Contractor shall be required to plan for all prior known vehicle substitutions.
   a. Driver and/or district personnel shall make vehicle substitutions in Edulog’s software or on-board the tablet each time a planned bus has been substituted for a different bus.
   b. Each driver shall be responsible for identifying the run and route they are driving at the beginning of each trip before leaving the Contractor parking location.

5.5.4.2 Responding to Parent/Guardian Inquiries

A. The Contractor shall provide a direct telephone number for families.
B. The District and the Contractor shall work together to establish protocols and procedures for the direct phone number for families. These protocols and procedures shall be designed to ensure effective communication at all times between the Contractor and families. For example:
   a. Clarifying when and how the number shall be shared with families;
   b. Setting specific parameters for the types of questions the Contractor shall be prepared to respond to and clarifying the types of questions that should be directed to the District instead of the Contractor; and
   c. Developing written guidelines for responding to different scenarios.
C. At all times while students are being transported, the Contractor shall maintain qualified persons on duty to respond to calls from families. Contractor staff shall have the capacity to respond to inquiries from families speaking English, Spanish & Cantonese.

5.5.4.3 On Time Performance
A. On-time performance shall be defined as the following:
   a. Trips where none of the scheduled pick-ups or drop offs are late.
   b. A trip is considered late when any scheduled pick up is serviced 10 minutes or more late, or when the bus arrives 10 minutes or more late to its drop off location (school, therapy clinic, field trip location, etc.).
B. Monitoring of on-time performance shall occur through a combination of methods, including but not limited to: complete and accurate reporting by drivers and Contractor; GPS records; random field checks conducted by District staff; observations reported by school based staff; input from parents/guardians.
C. The Contractor shall notify the District in advance of any delay from normal schedule for any reason.
D. The District recognizes there may be cases where student safety, unpredictable weather, traffic patterns, or some other factor that was not reasonably within Contractor’s control causes the vehicle to be late.

5.5.4.4 Missed Trips
A. Contractor is expected to complete one hundred percent (100%) of all scheduled trips.
B. A missed trip is a trip performed 60 minutes or more late, or not performed at all.

5.5.4.5 Student Pick-up Procedures
A. Drivers shall stop to load students only at stops designated by the District.
B. Drivers shall never load students from a double-parked position.
C. At no time shall the Contractor transfer a student to or from one vehicle to another vehicle except in case of emergency or equipment breakdown, or unless the District-provided bus schedule calls for such transfer.
D. All students served under this contract shall be responsible for being at the designated pick-up location, ready to travel, at their confirmed pick-up time.
E. If the rider is not visible to the driver one (1) minute after the confirmed pick up time, the driver must first obtain dispatcher approval before moving on. Driver may not move on without the required approval.
F. Dispatcher or supervisor may not approve the “no-show” of a student to a driver and allow a driver to move on until the dispatcher or supervisor has, together with the driver, reviewed the steps taken to locate the passenger.
   Examples of these steps include telephone communication with the parent or guardian (or attempts), verifying the address, etc.
G. Under no circumstances may drivers register a rider as a no-show if the driver arrived early unless driver has waited at least 1 minute after the scheduled pick-up time, or was informed the student would not be going.

5.5.4.6 Student Drop-Off Procedures
A. Drivers shall stop to unload students only at stops designated by the District.
B. Drivers shall never unload students from a double-parked position.
C. Drivers shall not require or allow any student to leave the vehicle en route between home and school or other destinations.

D. All students with IEPs must be received by school personnel unless otherwise indicated in writing by the District to the Contractor.

E. Drivers shall ensure that wheelchair-using and vision-impaired passengers are dropped off at the sidewalk, curbside, near the entrance of the school campus.

F. At no time shall a driver disembark a student with an IEP at an address other than specified (unless specifically authorized by the District’s Transportation Department).

G. Students with IEPs shall not be dropped off at any location without a receiving adult in attendance unless a Release From Responsibility Form has been executed by the student's parent or guardian. The District Transportation Department shall notify the Contractor when a completed Release From Responsibility Form has been executed. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student without a receiving adult in attendance and no Release From Responsibility Form has been signed by the parent/guardian, the Contractor shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.

H. In the event of a lost or missing student, the Contractor shall provide all assistance requested by the District to locate the student.

I. Students may not be left unattended on a bus (Education Code § 39860(b). The Contractor must notify the Department of Motor Vehicles within five days after (1) upholding disciplinary action (after completing applicable procedures) against a bus driver who was found to have left the immediate vicinity of a vehicle with an unsupervised student onboard and (2) finding that the driver’s actions constituted gross negligence. (Education Code § 39843(a).)

5.5.4.7 Student Safety

A. On approach to a stop where pupils are loading or unloading from a school bus, the driver shall activate an approved amber warning light system, flashing red signal lights, and stop arm signal and shall escort students in accordance with Vehicle Code 22112. The driver shall operate the flashing red light signal system and stop signal arm at all times when the school bus is stopped for the purpose of loading or unloading pupils.

B. It shall be the driver's responsibility to ensure that car seats, seat belts, harness straps and/or restraints are properly adjusted and fastened as soon as the student enters his/her seat and for the duration of the trip.

C. On a daily basis, the driver of a lift gate vehicle shall ensure proper operation of the lift gate, and that there are the proper amount of tie downs for all trips associated with the bus prior to departure for the first morning trip.

D. Students transported in their own wheelchairs must be adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the bus. Wheelchair brakes must be in locked position during transport.

E. The driver shall be responsible for notifying the Contractor of any student equipment not in proper transport condition. The Contractor shall then notify the District of the name, address, and school of attendance of the student with the equipment in question. The District shall notify parents/guardians that they must provide a wheelchair that is properly maintained and have any additional unique restraints required for safe transport.

F. Prior to departure on a school activity trip, all pupils shall receive safety instruction that includes, but is not limited to, location of emergency exits, and the location and use of emergency equipment. Instruction also may include responsibilities of passengers seated next to an emergency exit.

5.5.4.8 Accidents

A. All accidents shall be reported immediately to the District as specified in Section 1219 (“School Bus Accidents”) of Title 13 of the California Code of Regulations; Section 12571.1 of the California Vehicle Code; and Chapter 3, page 25, of the Passenger Transportation Safety Handbook published by the California Highway Patrol, each as currently established or as may be amended from time to time. Any Contractor internal communication problems...
shall in no way relieve the Contractor of its obligations to provide accident notification and information to the District as required.

B. All accidents shall be reported by the Contractor to the California Highway Patrol.

C. The District and Contractor shall collectively establish clear protocols and reporting requirements that shall be followed in the event of a vehicle accident.

5.5.4.9 Emergency Planning and Procedures

A. Drivers shall provide all passengers with instruction in school bus emergency procedures and passenger safety at the start of the school year, the start of the second semester, and the start of the summer program (Education Code Section 39831.5).
   a. The instruction shall include, but is not limited to, proper loading and unloading procedures, including escorting by the driver, how to safely cross the street/highway/private road, instruction on the use of passenger restraint systems, proper passenger conduct, bus evacuation, the location of emergency equipment, the responsibilities of passengers seated next to an emergency exit.
   b. As part of the instruction, pupils shall evacuate the school bus through emergency exit doors.
   c. The Contractor shall maintain on file for one year from the date of instruction documents confirming that all passengers have received this instruction. The following information shall be documented each time the instruction is given: Name and location of school; date of instruction; names of supervising adults; number and grade levels of pupils participating; subjects covered; amount of time taken for instruction; drivers name; bus number. These documents shall be subject to inspection by the Department of the California Highway Patrol and shall be available for review by the District upon request or audit.

B. Contractor shall maintain an Emergency Contingency Plan, subject to the District's approval, to ensure continuity of performance under this Contract. Such plan shall be designed to ensure that performance under this Contract will not be delayed, fail to be provided, or be interrupted as a result of events including but not limited to a Force Majeure Event, other major disaster, fire, power outages, or other emergencies, as well as work stoppage, strike or labor dispute by Contractor’s or District’s employees. If requested, Contractor shall submit a copy of its Emergency Contingency Plan to the District for review. The Emergency Contingency Plan shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon request or audit.

C. As a service Contractor contracted by the District, Contractor may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

5.5.5 Billing and Invoicing Practices

A. Contractor shall have the necessary organization, accounting and operational controls to perform this contract. Each Contractor shall submit with its proposal a list of the company’s supervisory and management personnel in accounting and operations for the company. Each bidder shall also include in its bid proposal information detailing its organizational, accounting and operational control systems and structures.

B. Contractor shall submit preliminary itemized invoices for services rendered, on a form or forms approved by the District, to the Transportation Department on a monthly basis, no later than the tenth (10th) working day of the month.

C. In submitting to the District any invoice for payment for services rendered under the contract, Contractor certifies to the District that said services were rendered in compliance with Contractor's obligations under the contract.

D. Invoices shall be mailed to the following District location:
   Arcadio Fokin, Executive Director of Transportation
   SFUSD Transportation Department
   1000 Selby Street
   San Francisco, CA 94124
E. The District may change the location to which invoices shall be mailed by written notice to the Contractor from the District.

F. The District shall review the preliminary itemized invoice, and in the event of billing or scheduling errors shall revise the invoice. The District shall also apply any penalties or liquidated damages to the preliminary invoice, and submit a revised version to the Contractor for review.

G. In the event of revisions or penalties, the Contractor shall revise the preliminary invoice and submit a final invoice to the District for review and payment.

5.5.6 Reporting Requirements

A. Timely and accurate reporting is essential for the District to run a student-centered, financially sustainable transportation program. Moreover, the types of data and reports that the District shall request from the Contractor will be essential to ensuring the safe and timely transportation of District students, and the efficient allocation of public funds.

B. At any time during the term of the Contract, the Contractor shall, upon request by the District, provide the District with reports, studies and records. Such reports, studies and records may include but are not limited to those outlined in this section (5.5.7).

5.6.1 Vehicle Records

A. Copies of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation vehicle inspection reports on the Contractor vehicles.

B. Verification that all school buses have passed all State mandated safety inspections.

C. A copy of the Contractor’s preventative maintenance program with complete and accurate records on each vehicle. The Contractor shall keep maintenance records that shall be readily accessible to inspectors or auditors authorized by the District. For example:
   a. Records that document regular safety and maintenance inspections;
   b. Records that document pre-trip and post-trip inspections for vehicle used to transport students;
   c. Maintenance records that contain a written record of all mechanical work or service performed on a school bus. The file shall contain records of all parts that were removed or replaced at periodic preventive maintenance intervals, or for any emergency service.
   d. Maintenance records for each school bus used to transport school children, including at a minimum the following information for each school bus: year; make; model; ‘VIN’; bus #; tire size; owner name; nature and due date of the various inspection and maintenance operations to be performed; and a record of all inspections, repairs and maintenance including date and nature

D. List of all vehicles approved for overnight park-outs, including date approved, vehicle license plate number, vehicle number, driver’s name, and park-out address.

E. Access to the digital video recording system on buses, including without limitation the ability to retrieve data at any time.

F. Fuel usage reports twice per year (once in December, and once in June) that denote the total vehicle miles travelled, propulsion technology, and MPGe (for passenger vans and light duty vehicles only) with each vehicle as a separate line item.

5.6.2 Personnel Reports

A. The Contractor shall maintain a directory with contact information (names, phone, telephone, and mailing address) for all non-driver personnel and make it available to the District at all times and without limitation.

B. Work shall be performed only by personnel who have been trained, qualified, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.
C. The Contractor shall maintain on file documents confirming that all Drivers are properly licensed. These documents shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon request or audit.

D. Contractor shall maintain on file documents confirming that all drivers are properly trained, including the time, location, and content of all trainings. These documents shall be regularly maintained and updated by Contractor and shall be available for review by the District upon request or audit.

E. Copies of any and all driver evaluations shall be maintained by the Contractor during the term of the Driver’s employment by the Contractor, plus one (1) year thereafter and shall be available for review by the District.

5.6.3 Emergency Procedures and Passenger Safety

A. A copy of the Contractor’s Emergency Contingency Plan shall be available for review by the District upon request or audit.

B. A copy of the school bus emergency procedures and passenger safety instructions drivers shall provide all passengers (at the start of the school year, the start of the second semester, and the start of the summer program) shall be available for review by the District upon request.

C. Documentation that all passengers have received instruction in school bus emergency procedures and passenger safety. The following information shall be documented each time the instruction is given: Name and location of school; date of instruction; names of supervising adults; number and grade levels of pupils participating; subjects covered; amount of time taken for instruction; drivers name; bus number. These documents shall be subject to inspection by the Department of the California Highway Patrol and shall be available for review by the District upon request or audit.

5.6.4 Monthly Key Performance Indicators

A. Each month, the Contractor shall provide the District with the following data to help measure and monitor service levels.
   a. On-time Performance: One (1) minus the sum of bus trips that arrived late, divided by the total number of bus trips.
   b. Average Student Ride Time for General Education: Average daily one-way student ride time, in minutes.
   c. Average Student Ride Time for Students with IEPs: Average daily one-way student ride time, in minutes.
   d. Miles between Accidents: Total number of transportation accidents, divided by the total number of miles driven.

B. Each month, the Contractor shall provide the District with the following data to help measure and monitor cost efficiency.
   a. Vehicle Usage: Total number of daily trips, divided by the total number of vehicles used.
   b. Cost per Mile Operated: Total costs charged to the District divided by total miles operated.
   c. Cost per Student Served: Total costs charged to the District divided by students served.
   d. Cost per Run: Total costs charged to the District divided by total trips operated.
   e. Cost per Route: Total costs charged to the District divided by total routes operated.
   f. Cost per Vehicle: Total costs charged to the District divided by total vehicles operated.
   g. Zero Emissions Vehicles: Number of zero emissions vehicles, divided by the total number of vehicles.
   h. Zero Emissions Miles: Number of miles driven by zero emissions vehicles, divided by the total number of miles driven.

C. Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor’s services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, non-public schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.
5.6.5 Daily Service Reports

A. The Contractor shall maintain a complete and accurate list of drivers with their assigned routes and bus numbers and make it available to the District at all times and without limitation.

B. The Contractor shall maintain a complete and accurate list of standby drivers and make it available to the District at all times and without limitation.

C. The District and the Contractor shall work together to establish protocols and procedures for the Contractor to provide the following reports on a daily basis:
   a. All routes and trips that will be operated by a standby driver or newly assigned regular driver;
   b. Late (ref: 5.5.4.3) or missed trips (ref: 5.5.4.4), with cause of problem and corrective action taken;
   c. Student misbehavior;
   d. Feedback/complaints of unsatisfactory service from families/students/schools;
   e. Accidents;
   f. Traffic violations;
   g. Mechanical or other problems with buses and equipment;
   h. Ridership for all curb-to-curb and hub-to-school trips, including student names;
   i. Other reports as requested by the District.
6.0 Appendices

6.1 Vision 2025
6.2 The Graduate Profile
6.3 Transform Learning, Transform Lives
6.4 District’s Sexual Harassment Policy
6.5 Board Resolution 176-27A1 in Support of Carbon Neutral Schools
6.6 School Locations
6.7 2020-21 Academic Calendar
6.8 Attachment A: Contractor’s Questionnaire
6.9 Attachment B: Prior Relevant Experience
6.10 Attachment C: References Form
6.11 Attachment D: Sustainability Assessment
6.12 Attachment E: KPIs
6.13 Attachment F: Technology Assessment
6.14 Attachment G: Fee Schedule
6.15 Attachment H: Contract
AGREEMENT FOR SCHOOL TRANSPORTATION SERVICES
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
[CONTRACTOR’S NAME]

This Agreement for School Transportation Services ("Agreement" or "Contract") is entered into as of __________, 20__
between ____________________ ("Contractor") and ____________ ("District" or "SFUSD"), for Contractor to provide School transportation drivers and vehicles for District school sites and programs.

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

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

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

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for SFUSD’S DEPARTMENT OF TRANSPORTATION.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. SERVICES. Contractor agrees to perform the services provided for in the attached APPENDIX A ("Special Conditions - Scope of Services").

2. TERM AND TERMINATION. The term of this Agreement shall commence on July 1, 2020 and shall terminate June 30, 2023. After the initial term, the Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties. Any successive “contract year” shall be from July 1 of one year to June 30 of the next successive year.

3. IMPLEMENTATION. The start of the FY20-21 school year is August 17, 2020. If an award is made, Contractor shall be ready to commence, and shall commence, full implementation of this Agreement as of that date.

4. BUDGET AND FISCAL PROVISIONS.
   a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District’s Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
   b. The amount of the District’s obligation hereunder shall not at any time exceed the terms herein stated.
   c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
5. **INDEFINITE QUANTITY CONTRACT.** This is a fixed term, indefinite quantity Contract. Provision of the services hereunder shall be required as directed by the District and at the times required herein during the term of this Contract. Although the District does not guarantee a minimum level of service, Contractor shall provide up to the maximum level of services requested, as follows:

   a. Under normal circumstances and excluding court orders of legislative regulations regarding District financing or school transportation, the District shall notify the Contractor of the number of vehicles required for the first year of service by type and capacity, according to scopes awarded, at least five months prior to initiation of the services.

   b. For subsequent school years under the Contract, as well as any extension periods, the District will advise the Contractor by June 15 of the estimated number of vehicles required by type and capacity, according to the scopes awarded.

6. **CONTRACT PRICING.**

   a. The rates payable to Contractor are as set forth in the Fee Schedule, submitted with Contractor’s response to the RFP.

   b. It is understood and agreed that the Contractor's pricing includes all ordinary and extraordinary costs of operation (including without limitation any costs of vehicles, facilities, supplies, parts, fuel, tires, maintenance, inspections and other items), and the District shall not be responsible for any additional costs, except as otherwise explicitly provided for in this Agreement.

   c. The prices set forth in the Fee Schedule, which the District shall pay the Contractor, shall be firm through June 30, 2023.

   d. In the event the District exercises its option to extend the Contract beyond June 30, 2023, Contractor may request a rate adjustment as follows:

      i. Any request for rate adjustment shall be made in writing and presented no fewer than 30 days following Contractor’s receipt of the District’s exercise of its option to extend;

      ii. In no event shall the percentage increase of any extension term rate adjustment exceed the lesser of the percentage increase of the All Consumer Price Index of the San Francisco Metropolitan Area (CPI) as reported by the U.S. Department of Labor for the February-to-February period immediately preceding the annual adjustment date of the extension term or three percent (3%) over the pricing set forth in the Fee Schedule.

   e. Notwithstanding the foregoing, if at any time during the term of the Contract, including any extension terms, Contractor may request an adjustment of its cost of doing business pertaining to its labor costs due to compliance with any labor negotiated master agreement. In no event shall any requested rate adjustment for increased labor costs resulting from compliance with any labor negotiated master agreement exceed three percent (3%) over the pricing set forth in the Fee Schedule. Contractor shall be required to submit all documentation sufficient to support such increase.

7. **COMPUTATION OF CHARGES FOR SERVICES RENDERED; PAYMENT.**

   a. The District agrees to pay the Contractor’s Base Daily Rate for each vehicle utilized under this contract, and the Excess Hourly Rate for any services in excess of the three (3) base daily hours.

   b. The Contractor agrees to allow for unlimited use of all vehicles while in service to the District, including services in excess of the base daily hours.

   c. Charges for all student transportation service shall only be calculated for “live time” (from first scheduled pick up to final drop off). Charges shall never be calculated for “deadhead” time (time before the first trip pickup or after the last drop-off on any given trip).

   d. The District shall not pay for any idle time between trips.

   e. In cases where the District utilizes a vehicle in excess of the three base daily hours, the District agrees to pay the Contractor’s Excess Hourly Rate. Excess hours shall be computed in one (1) minute increments, and shall be rounded up to the nearest increment. (E.g. 30 seconds of excess time shall be charged for 1 minute, or 0.02 times the Contractor’s Excess Hourly Rate).

   f. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance
of this Agreement, the Contractor’s fixed prices for services rendered to District as detailed in this Agreement.

g. Payment to the Contractor by the District will be made monthly in arrears for services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District.

8. DISTRICT UTILIZATION OF VEHICLES DURING NON-SCHOOL DAYS. At the District’s request, the Contractor shall provide for the utilization of any number of vehicles during non-school days. Such trips shall be charged at the Excess Hourly Rate for the applicable vehicle type, as provided on Contractor’s Fee Schedule submitted with their RFP. Such trips shall occur within the City and County of San Francisco and/or within a twenty-five (25) mile radius thereof. If the Trip requires the bus to remain on site for the duration of the trip, the trip will be charged the Excess Hourly Rate multiplied by the hours from first pick up, on location time, to final drop off.

9. CHANGE ORDERS. The District reserves the right to order a change, addition, alteration, modification, or extra services (hereinafter "Change"), and may order extra materials and extra work in connection with the performance of this Contract, and the Contractor must comply with such Change, except that Contractor shall not implement such Change unless it is pursuant to a written instrument executed and approved as provided for in Section 36 ("Modification of Agreement").

10. TAXES; PAYMENT OF TAXES. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in prices. Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

11. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK. No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

12. FAILURE TO PROVIDE SERVICE / TIME IS OF THE ESSENCE / ASSESSMENT OF DAMAGES.

   a. The safe and timely transportation of SFUSD students to schools and to their homes are considered essential to the District.

   b. Because it is both impractical and extremely difficult to calculate the actual costs incurred by the District from Contractor’s failure to provide these essential services, Contractor will be assessed liquidated damages in an amount reasonably calculated to fairly compensate the District in proportion to the actual or anticipated harm, and not as a penalty.

   c. If Contractor fails to appropriately correct its monthly invoicing to account for the reduction in services provided during the billing period, the District will adjust the invoice to reflect the costs for damages incurred for the service reduction, as set-forth in the table below. Liquidated damages will not be assessed if the Contractor provides verifiable information that demonstrates that the failure to provide service was beyond the Contractor’s control, (e.g., student behavior or safety, unpredictable weather or traffic patterns, vehicle breakdowns) as determined on a case-by case basis by District Transportation staff.

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<tr>
<td>Route does not have a regularly scheduled driver by the beginning of the school year; route does not have a regularly scheduled driver within 3 weeks of a retirement or resignation by the previous driver</td>
<td>$150 per incident</td>
</tr>
<tr>
<td>Driver fails to follow District approved route</td>
<td></td>
</tr>
<tr>
<td>Driver’s company identification badge is not visibly displayed while driving students</td>
<td></td>
</tr>
<tr>
<td>Failure to clean a dirty vehicle (interior and exterior) within twenty-four hours of notice</td>
<td></td>
</tr>
<tr>
<td>Failure to display the correct route numbers</td>
<td></td>
</tr>
<tr>
<td>Transportation of riders not authorized by SFUSD</td>
<td></td>
</tr>
<tr>
<td>Driver cannot be reached by radio or hands free communication device</td>
<td></td>
</tr>
<tr>
<td>Late Trip. A student is picked up 10 minutes or more after the scheduled pick up time or the trip arrives 10 or more minutes late to school.</td>
<td>$200 per trip, plus any costs the District and/or Parents incur to transport the student(s)</td>
</tr>
<tr>
<td>Contractor does not provide the District with a daily list of:</td>
<td>$250 per school day</td>
</tr>
<tr>
<td>○ Planned drivers per bus and route vs actual drivers per bus and route, indicating which specific routes are covered by standby or new drivers.</td>
<td></td>
</tr>
<tr>
<td>Contractor does not provide the District with a list of known driverless routes for the next school day by 4 PM every day</td>
<td></td>
</tr>
<tr>
<td>Shall be assessed for each case of missing ridership data not received by District within 5 days of designated count period.</td>
<td>$250 per incident</td>
</tr>
<tr>
<td>Failure to submit a requested report within three (3) days of any written request (except for reports otherwise noted in this table, e.g. Accident Reports, which may be penalized at higher rates).</td>
<td></td>
</tr>
<tr>
<td>A student with scheduled transportation services based on their Individualized Education Program is not picked-up or dropped-off</td>
<td>$250 Per trip plus any costs the District incurs to transport the student(s)</td>
</tr>
<tr>
<td>Missed Trip. A missed trip is any trip that is more than 60 minutes late or that it does not happen at all.</td>
<td>$300 per trip per school day plus any costs the District incurs to transport the student(s)</td>
</tr>
<tr>
<td>Blown Route. A blown route is any route where all of the trips are more than 60 minutes late or do not happen at all.</td>
<td>$900 per route per school day plus any costs the District incurs to transport the students</td>
</tr>
<tr>
<td>Contractor does not provide the District with complete and accurate information regarding accidents and/or the failure to properly equip vehicles as required by law the day the incident occurs.</td>
<td>$900 Per incident</td>
</tr>
<tr>
<td>Shall be assessed for each case of a route being covered with a bus that does not have active GPS, Radio, or Video.</td>
<td></td>
</tr>
<tr>
<td>Failure to provide the District with video footage of a trip within 24 hours of receipt of a written request.</td>
<td></td>
</tr>
<tr>
<td>More than two regularly scheduled drivers are assigned to a route over the course of the regular school year, except where changes are due to driver retirements, resignations, or District requests.</td>
<td></td>
</tr>
<tr>
<td>Failure to notify SFUSD’s Executive Director of Transportation in writing within forty-eight (48) hours of any Management or Dispatch vacancy.</td>
<td></td>
</tr>
</tbody>
</table>
13. TERMINATION.
   a. In the event of Contractor default, in addition to any other remedies available to the District, the
      District through the Purchaser may terminate this Agreement, and all of the Contractor's rights
      hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written
      notice of termination from the District, unless a later effective date of termination is provided by the
      District in such notice. As of the effective date of termination, no new work will be undertaken by
      Contractor with the exception of actions necessary to effectuate the termination as provided for in
      this Section.
   b. In the event of termination for cause, the Contractor shall be paid for those services performed
      under this Agreement to the satisfaction of the District up to the effective date of the termination.
      However, District may offset from any such amounts due Contractor any costs to District arising
      from Contractor’s default and may otherwise demand payment from Contractor of such costs.
   c. The District may terminate this Agreement, in whole or in part, for the District’s convenience and
      without cause at any time by giving Contractor at least thirty (30) days written notice of such
      termination. The notice shall specify the date on which termination shall become effective. In no
      case shall the termination become effective in fewer than thirty (30) days from the date that the
      notice is deemed received. In event of termination for convenience, Contractor will be paid for
      those services performed pursuant to this Agreement and to the satisfaction of the District up to the
      specified effective date of termination.
   d. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and
      perform with diligence all actions necessary on the part of Contractor to effectuate the termination
      of this Agreement on the date specified by District in a manner that minimizes the liability of
      Contractor and District to third parties as a result of termination. All such actions shall be subject to
      prior approval by District and shall include, without limitation: canceling orders, assigning interests
      to the District as applicable, settling outstanding liabilities and claims, securing and safe-guarding
      District property, and halting or completing services in the manner specified by the District.
   e. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors,
      after the effective date of termination, except for those costs specifically approved in writing by the
      District, if any, as necessary to effectuate the termination in a manner acceptable to the District.
      Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement,
      post-termination employee salaries, post-termination administrative expenses, post-termination
      overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a
      claim or lawsuit, prejudgment interest.
   f. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized
      invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up
      to the effective date of termination. The District’s payment obligations shall survive the termination
      or expiration of this Agreement. Upon payment by the District of approved charges under such
      Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or
      otherwise.

14. OPTION TO PURCHASE OR LEASE CONTRACTOR’S VEHICLES.
   a. In the event of a Default hereunder by the Contractor, or cancellation of the Contract by the District
      for legal cause, the District shall have the option to acquire the Contractor's vehicles currently then
      in use to provide the service hereunder by one of the following methods, using the Contractor's
      then-current book value as the basis for the selling price or lease charges:
      i. Outright purchase of vehicles;
      ii. Purchase of vehicles on conditional sales contract, with a term to be negotiated by the
          District; and/or
      iii. Lease the vehicles on a finance type lease over a period to be negotiated by the
          Contractor and the Board of Education.

15. PERFORMANCE BOND. In order to secure Contractor’s obligations under this Agreement and in
    consideration of the benefits to be derived by Contractor hereunder, Contractor shall deliver to the District
    within ten (10) business days of commencement of the services under this Agreement a Performance Bond
in accordance with the attached APPENDIX D (“Performance Bond”).

16. **COMPLIANCE.**
   a. The Contractor shall maintain records on all employees, drivers or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:
      i. Department of Motor Vehicle Record’s Check – historical driving record. Department of Justice (DOJ) background checks that meet or exceed state laws. Federal Bureau of Investigation (FBI) background check, to include Child Index.
      ii. Verification of enrollment in an on-going drug/alcohol testing at random, and “for cause” drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. The Contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this Agreement that fails a drug and/or alcohol test.
      iii. Verification of a negative test result for Tuberculosis (TB testing).
      iv. Current driver’s license and certifications appropriate for driving the vehicle type that corresponds with the assignment and include SPAB or higher certification, unless inapplicable.
      v. Training records.

17. **AUDIT AND INSPECTION OF RECORDS.** The Contractor agrees to maintain and make available to the District, during business hours, accurate books and accounting records including computer records relative to its activities under this Agreement. The Contractor will permit the District to audit, examine and make copies and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.

18. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES.**
   a. Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person: knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
   b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
   c. conspires to defraud the District by getting a false claim allowed or paid by the District;
   d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
   e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
   f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

19. ACCIDENT & OPERATIONAL REPORTS.
   a. All accidents or incidents involving the Contractor’s equipment, personnel, or students being transported while operating for the District shall be reported both orally, and in writing to the District within twenty-four (24) hours, according to the following procedures:
      i. Contractor shall immediately notify the District’s Executive Director of Transportation of any accident and describe whatever information is available at the time.
      ii. Contractor shall continue to provide oral updates to the District’s Executive Director of Transportation as soon as new information becomes available.
      iii. Contractor shall provide a written report to the District’s Executive Director of Transportation via email at transportation@sfusd.edu within 24 hours.
      iv. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and Contractor’s accident investigator’s final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor’s internal communication problems shall not relieve the Contractor of its obligation regarding an accident/incident as may be required by the California Highway Patrol’s Passenger Transportation Safety Handbook.
   b. The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District’s request.
   c. The purposeful provision of false, or inaccurate records by the Contractor to the District shall constitute a failure to perform and may result in the termination of this contract.

20. COMPLAINTS. Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor’s services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, non-public schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

21. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION.
   a. Criminal Background Check
      i. Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.
      ii. Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor’s proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a
22. TUBERCULOSIS SCREENING REQUIREMENTS.
   a. California law requires that school consultants working with students be free of infectious tuberculosis (TB). If Contractor, its employees and/or sub-Contractors (“Contractor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.
   b. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
   c. All costs to comply with the TB certification requirements are the Contractor’s responsibility.
   d. Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited

   iii. It is the Contractor’s sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
   iv. The District will not be responsible for the costs of the criminal background checks.
   v. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.
   vi. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District’s determination shall control.

b. Subsequent Arrest Notification
   i. In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.
   ii. Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor’s proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
   iii. Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District’s sole discretion.
   iv. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.
   v. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.
to attorneys' fees, arising out of or resulting from any failure to comply with these TB certification requirements.

e. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

23. **COMPLIANCE WITH LAWS AND REGULATIONS.** In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety other bodies that have jurisdiction applicable to the direct and indirect acts of the Contractor in the performance of this Agreement. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s), license(s) or other certification(s).

24. **SUBCONTRACTING & ASSIGNMENT OF CONTRACTOR’S RIGHTS.**

a. Contractor shall only be authorized to subcontract its provision of services under this Agreement upon the express written approval of, and subject to the limitations prescribed by, the District's Executive Director of Transportation. If and when such approval is granted to Contractor, Contractor expressly agrees and certifies that any Subcontractor it retains for any and all services under this Agreement shall be subject to all of the duties and obligations applicable to Contractor under this Agreement.

b. Except as it relates to the hiring of independent Contractor drivers, the Contractor shall have no right (without the express written agreement of the District's Director of Transportation) to assign its rights or obligations under this Agreement, it being understood that this is a personal services agreement. If and when the District agrees to such assignment, Contractor and any Assignee(s) agree that each and every provision of this Agreement shall apply to it/them.

25. **CONSULTATION SERVICES; OWNERSHIP OF RESULTS.**

a. The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District.

b. Any interest of the Contractor in reports, studies, memoranda, computation sheets or other documents prepared by the Contractor in connection with such services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor’s use does not violate Section 33 of this Agreement (“Proprietary or Confidential Information of the District”).

26. **PERMITS AND LICENSES.** The District requires that Contractor maintain in force licenses and permits as required by state law for furnishing the service and shall comply with and observe all provisions of state law, including but not limited to provisions of the California Vehicle Code; the Education Code; and directives and regulations of the State Board of Education, and any other governmental agency, relative to the transportation of pupils. In the performance of this Agreement, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) and license(s).

27. **INDEMNIFICATION.** Contractor shall immediately defend, indemnify, and hold harmless ("Indemnification") the District, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, subcontractors (of all tiers), and their officers, employees, agents, or arising from or in any way related to Contractor or any subcontractor's
performance and provision of Services under this Agreement, including, but not limited to, the use of a vehicle and the custody and supervision of any person being transported under this Agreement. Contractor's defense and Indemnification obligations extend to conditions created by this Agreement or based upon violation of any statute, ordinance, or regulation. Contractor's Indemnification is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors, employees, volunteers, or agents. District will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim. Contractor's duty to defend shall accrue immediately upon tender, whether or not responsibility has been determined.

28. INSURANCE. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached APPENDIX C ("Insurance Requirements").

29. DEFAULT; REMEDIES.
   a. Each of the following shall constitute an event of default under this Agreement:
      i. Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
      ii. Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors. The Contractor shall notify the District in writing within ten (10) days of the occurrence of any of the events listed in the immediately preceding sentence.
   b. On and after any event of default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default; Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Agreement. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise.
   c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

30. LIABILITY OF DISTRICT. DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL
31. INDEPENDENT CONTRACTOR. Contractor, and any agent or employee of Contractor, shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Agreement. Contractor, and any agent or employee of Contractor, shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions of the District pertaining to or in connection with any retirement, health, or other benefits that the District may offer its employees. Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor’s performing services and work, or any employee or agent of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation paid under this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

32. CONFLICT OF INTEREST.
   a. It shall be Contractor’s responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in an Agreement may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
   b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.
   c. Contractor certifies that it is familiar with the provisions of set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of Board Rule and Procedure 9270 and Appendix to Board Rule and Procedure 9270: (right click to open link) http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602 http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4

33. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT. Under the terms of this Agreement, Contractor may receive or obtain access to student data (i.e., any item of information relating to an identifiable student), pupil records, personnel records, memoranda, plans, strategies, and documents, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42
U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code § 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the District's policies and procedures ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged and confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the express written authorization of the District.

34. ASSIGNMENT. Contractor shall not sell, assign, transfer or encumber, whether by operation or law or otherwise, any or all of its rights (including the right to receive payment), burdens, duties or obligations under the Agreement, or any interest therein, without the prior written consent of the District.

35. MODIFICATION OF AGREEMENT. No oral statement of any person shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. Any modification or amendment to this Agreement shall be in writing and shall be effective upon execution by the duly authorized representatives of the Parties, and approval by the Board of Education in the same manner as set-forth this Agreement.

36. INCIDENTAL AND CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSEIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.

37. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.
   a. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.
   b. Contractor acknowledges and agrees that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

38. NON-WAIVER OF RIGHTS. The omission 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.

39. QUALIFIED PERSONNEL. Work under this Agreement shall be performed only by personnel who have been trained, qualified, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor. Contractor will comply with the District’s requests regarding assignment of personnel, but all personnel, including any assigned at the District’s request, and shall be supervised by Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.
   a. Contractor shall be responsible for hiring and discharging personnel employed by Contractor, provided, however, that the District shall have the right to require Contractor to remove from
service any employee who, in the District’s sole discretion, is deemed unsuitable for the performance of transportation services for the District. The District may make a request in writing and state the reasons therefore. Reasons may include failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of the state of California and the ordinances of any city in which such vehicle operates, or a finding by the District that the personal habits and/or conduct of an employee are detrimental to the best interests of the District or to the welfare and best interest of the students being transported.

40. **FULLY STAFFED.** The cost of any Management or Dispatcher position vacant more than thirty (30) calendar days shall be deducted from the payment owed Contractor in the next payment cycle, based on the average salary and benefit rates for that particular position, unless filled by a temporary or interim employee. Such deduction shall be in addition to any liquidated damages which may be assessed. However, in the event a position remains open or not permanently filled after sixty (60) calendar days for any reason, the cost for that particular position shall be deducted from the payment owed Contractor in the next payment cycle, based upon the average salary and benefit rates. Such deduction may continue to be applied for each subsequent month in which no permanent employee is designated and assigned to this contract.

41. **COLLECTIVE BARGAINING**
   a. Throughout the term of the Contract, Contractor shall keep the District appraised of employer-employee relations. Specifically, ninety (90) days prior to the opening of school each school year, the Contractor shall provide the District with a report on the current status of the Contractor's employer-employee relations, setting forth (1) the name of each labor organization, if any, which represents the Contractor's employees; (2) pertinent information on the status of collective bargaining agreements, if any with each such organization; (3) date of expiration of each collective bargaining agreement, as applicable; (4) machinery for resolving grievances and labor disputes; (5) information relating to current negotiations, if any; and (6) likelihood of resolving pending labor disputes, if any, prior to opening of school. No later than ten (10) days prior to opening to school each year the Contractor shall submit to the District a copy of each new or continuing collective bargaining agreement, as applicable, with the Contractor's employees for the school year. If, by forty-five (45) days prior to opening of school, a contract dispute between the Contractor and any of its labor organizations, as applicable, has not been resolved, the Contractor shall notify the District in writing, provide to the District a copy of Contractor's Strike Contingency Plan, and prepare for the possible implementation of said Strike Contingency Plan. The Contractor shall formulate a specific Strike Contingency Plan, subject to the District's approval, for continuing transportation services to students during any work stoppage, strike or labor dispute.
   b. Contractor shall advise the District in writing within 5 business days of any labor contracts which have been successfully renegotiated.
   c. Any increases in Contractor's cost of doing business due to compliance with any labor negotiated agreement or any San Francisco ordinance shall be internal to the operation of the Contractor's company as a cost of doing business in San Francisco, and shall not constitute a basis for a price increase hereunder. Any increase in Contractor's cost of doing business due to compliance with any labor negotiated agreement or any San Francisco ordinance shall not be considered mandated by the District, nor shall it be subject to a claim for reimbursement as a cost related to compliance.
   d. The Contractor shall advise the District in writing of the anniversary dates of all labor contracts that the Contractor holds which could impact service at the District.

42. **RESPONSIBILITY FOR EQUIPMENT.** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used in the performance of this Agreement by the Contractor, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees or agents shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of
such equipment, whether such damage be to the Contractor, its employees or agents, District employees or third parties, or to property belong to any of the above.

43. RELATIONS WITH THE PUBLIC; PROFESSIONAL STANDARDS OF CONDUCT.
   
a. It is the intent of the District to obtain the best quality transportation available. As such the Contractor shall incorporate the highest standards of performance and safety for the educational and personal well-being of the students. The Contractor will cooperate in every manner within its means in maintaining proper conduct and a proper image for its employees. The drivers will always interact with students, parents and staff in a courteous and professional manner.

b. Contractor shall provide a description of organizational standards of conduct for its employees and shall ensure that all Contractor employees adhere to them (including but not limited to policies regarding dress, attention to duty, personal visits and prohibited use of cellular telephones for personal means).

44. MONITORS. The District shall have the right to provide monitors or aides (adult school transportation riders) at such times and for such vehicles as the District may deem advisable.

45. GRAPHICS; ADVERTISEMENTS. The Contractor agrees to the use of graphics on or within the vehicles as specified by the District, except where prohibited by law. Graphics refer to color-coding, signs cartoons, and/or symbols. No advertisement in any form will be permitted.

46. COMMERCIAL-FREE, TOBACCO-SUPPORT-FREE SCHOOLS. This Agreement shall not furnish any products associated with or engaged in relationship with tobacco subsidiaries. The Board of Education of the San Francisco Unified School District supports commercial-free and tobacco-support-free educational settings. As a result, the District will enter no agreements with contractors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The schools will make every effort to make healthy snacks and healthy drinks available to students. It is the policy of District that the sale of tobacco subsidiary products in all District schools, including the cafeterias, student and teacher-run stores and vending machines are prohibited.

47. DRUG FREE WORKPLACE POLICY. The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

48. WAIVER. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions 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.

49. DISPUTE RESOLUTION. Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

50. GOVERNING LAW; VENUE. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.

51. FORCE MAJEURE; EMERGENCY CONTINGENCY PLAN.
a. Force Majeure. Contractor shall not be liable to District under this Agreement as a result of any delay, failure or interruption in services directly caused by an act of God or public enemy, acts of civil or military authorities, or catastrophes such as an earthquake, pandemic, or national emergency, that is beyond the reasonable control of Contractor which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible Contractor (1) provides the District with notice of such Force Majeure Event, (2) provides detailed documentation to District establishing that such Force Majeure Event was beyond Contractor's reasonable control and not due to any fault or negligence of the Contractor, and (3) works diligently to restore services to District as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Contractor site, or by District or Contractor personnel, constitute a Force Majeure Event under this Agreement.

b. Emergency Contingency Plan. Contractor shall maintain in its offices an Emergency Contingency Plan, subject to the District's approval, to ensure continuity of performance under this Agreement. Such plan shall be designed to ensure that performance under this Agreement will not be delayed, fail to be provided, or be interrupted as a result of events including but not limited to a Force Majeure Event, other major disaster, fire, power outages, or other emergencies, as well as work stoppage, strike or labor dispute by Contractor's or District's employees. If requested, Contractor shall submit a copy of its Emergency Contingency Plan to the District for review.

52. UNSCHEDULED CLOSING OF SCHOOLS. The District shall not be obligated to accept or pay for services herein agreed to be furnished by the Contractor on those days when, by direction of the Superintendent, the District's schools are closed to ensure the health and safety of the pupils or for any other lawful reason. The District agrees to notify the Contractor not later than 5:30 a.m. on days of such school closures.

53. EMERGENCY OPERATIONS.
   a. Contractor shall maintain in its offices an Emergency Contingency Plan, subject to the District's approval, to ensure continuity of performance under this Agreement. Such plan shall be designed to ensure that performance under this Agreement will not be delayed, fail to be provided, or be interrupted as a result of events including but not limited to a Force Majeure Event, other major disaster, fire, power outages, or other emergencies, as well as work stoppage, strike or labor dispute by Contractor's or District's employees. If requested, Contractor shall submit a copy of its Emergency Contingency Plan to the District for review.
   b. As a service provider contracted by SFUSD, Contractor may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

54. VEHICLE TRANSFERS. At no time will Contractor transfer a student to or from one vehicle to another vehicle going to or coming from school except in case of emergency or equipment breakdown, or unless the District-provided bus schedule calls for such transfer.

55. SECTION HEADINGS. The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.

56. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.
   a. Original copies of this Agreement shall be executed by the respective Party's authorized signatories.
   b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.
57. **VOLUNTARY ACT; ENTIRE AGREEMENT; SEVERABILITY.**
   a. **Voluntary Act.** Each party to this Agreement represents, respectively, that it fully understands its right to review all aspects of this Agreement with an attorney of its choice, that the party has had an opportunity to consult with an attorney of its choice, that the party has carefully read and fully understands all the provisions of this Agreement and that the party is freely, knowingly and voluntarily entering into this Agreement.
   b. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any subsequent document signed by the parties, the parties intend for the terms of this Agreement to control unless such subsequent document specifically makes reference to amending the terms of this Agreement.
   c. **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

58. **APPENDICES.** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and SFUSD Board Policies referenced in the Appendices; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies referenced in the Appendices and this Agreement; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained herein; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

Appendix A - Scope of Work or Services
Appendix B - Schedule of Fees and Charges [Contractor Fee Schedule]
Appendix C - Insurance Requirements
Appendix D - Performance Bond

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District’s Board of Education on ___________.

**INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR**
APPROVED:

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**
APPROVED:

BY: ______________________________  
Authorized Signature

**INSERT NAME**
☐ Deputy Superintendent, INSERT DEPT  
☐ Chief, INSERT DEPT  
☐ Assistant Superintendent, INSERT DEPT

**RECOMMENDED:**

BY: ______________________________
Information regarding Contractor:
(✔ one and complete W-9 on following page)
Type of Business Entity:

☐ Individual, no Employees
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State:
☐ Limited Liability Company
☐ Other:

Signature of Site/Dept. Administrator
INSERT NAME OF SITE/DEPT ADMINISTRATOR
INSERT TITLE OF SITE/DEPT ADMINISTRATOR

APPROVED AS TO FORM:

BY: __________________________
    Senior Deputy General Counsel
    (N/A if < bid threshold limit)

BY: __________________________
    Contracts Office
APPENDIX A

SPECIAL CONDITIONS – SCOPE OF SERVICES

1.0 Definition of Terms

- **Trip**: A trip is the scheduled pickup and transportation of one or more pupils to a destination.
- **Route**: A route is a group of one or more trips identified in advance by the District and assigned to one bus.
- **Late trip**: A trip is considered late when any scheduled pick-up arrives 10 minutes or more late, or when the bus arrives 10 minutes or more late to school.
- **Missed Trip**: A missed trip is any trip that is more than 60 minutes late or that does not happen at all.
- **Therapy Trip**: Transportation for one or more students to and from a health clinic for a student to receive therapy services.
- **Field Trip**: Transportation for multiple students to and from an extracurricular activity. Typically, field trips are scheduled during the mid-day period, from 9:30 AM to 1:00 PM, while some can occur on evenings and weekends.
- **Curb-to-curb**: Unique locations (e.g. a student’s home, a school, a therapy location) where individual students are picked up and dropped off.
- **Hub-to-school (Hub)**: Identified locations (bus stops) where multiple students gather for rides to and from school.
- **Fixed Route**: Routes that exhibit little to no change in pickup or drop-off times and locations over the course of the year.
- **Dynamic Route**: Routes that have the potential to exhibit moderate to significant changes in pickup or drop-off times and locations over the course of the year.
- **Non-Public Schools**: Private, nonsectarian and certified by the state of California to provide special education services to students based on their Individualized Education Program (IEP).
- **IEP**: Individual Education Program - a written education plan designed to meet a child’s learning needs.

2.0 Three (3) Different Scopes of Work

A. Through this procurement, three (3) different scopes of work are being solicited for purchase for a period of three (3) years with provision for optional extension in one year increments up to a total of five (5) years.

B. Each of the three (3) scopes of work being sought are described below.

C. Contractors may bid on any or all of the three different scopes of work.

D. While the three scopes of work vary, the requirements laid out in this RFP shall apply to all three of the scopes of work unless stated otherwise. Notwithstanding the three different scopes of work, the general requirements set for in this RFP, and any subsequent contract, shall apply to all services defined herein, unless otherwise stated.

2.1 Scope of Work # 1: 20 Passenger School Buses and Wheelchair Accessible School Buses

A. The primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, and field trip transportation services for students with IEPs.

B. The District may, at any point during the term of the contract extend curb-to-curb or hub transportation services to additional students, which may include homeless youth, foster youth, students enrolled in County Community schools, pregnant minors and minors with young children, and other groups for whom transportation may present a significant barrier to school access.

C. Such transportation services shall be furnished by 20 passenger school buses and by wheelchair accessible Type 1 school buses as detailed in section 5.3.2.1 of this RFP.

D. The District anticipates that this scope of work shall include curb-to-curb and hub-to-school transportation for approximately 1,500 students to 122 different early education, elementary, middle, high, charter, and non-public schools per day. Approximately 65 of these students require wheelchair accessible transportation. Additionally, the District currently transports approximately 20 students to and from health clinics for therapy services.

E. Both curb-to-curb and hub-to-school routes are dynamic and may change on a daily basis. Contractor should be able to quickly and flexibly respond to changing student needs, including changes of address or school.

F. Routes are generally, though not exclusively, operated between the hours of 6:30 to 9:30 AM, and 1:00 to 5:00 PM, though therapy trips may occur at any time.
G. Service mostly revolves around the District’s academic calendar and is provided both during the 180 day regular school year, and the extended school year (summer). Non-public school trips operate according to each individual school’s academic calendar.

H. The vast majority of trips under this contract shall occur within San Francisco city limits, though the District reserves the right to schedule trips to or from destinations outside San Francisco. Some non-public schools are located outside of San Francisco City limits, and the District reserves the right to request student transportation to additional Non-Public Schools beyond those from the current portfolio.

I. While the primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, and field trip transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

2.2 Scope of Work # 2: 72+ Passenger School Buses

A. The primary purposes of this scope of work are the provision of hub-to-school and field trip transportation.

B. Such transportation services shall be furnished by transit style school buses as detailed in section 5.3.2.2 of this RFP.

C. The District anticipates that this scope of work shall include hub-to-school transportation for approximately 2,000 general education students to 44 different elementary and middle school sites per day via fixed, hub-to-school bus routes.

D. Hub routes are fairly static from year to year, though the District reserves the right to add or delete stops or routes at any time.

E. Routes are generally, though not exclusively, operated between the hours of 6:30 to 9:30 AM, and 1:00 to 5:00 PM. Service revolves around the District's academic calendar and is only provided during the 180 day regular school year.

F. In addition to hub-to-school trips, the District transports students to a number of extracurricular activities. This includes more than 2,000 field trips each year that take place during the mid-day, after the conclusion of the AM routes and prior to the commencement of the PM hub-to-school routes. The number of passengers varies by trip, ranging from approximately 15 passengers for smaller trips to more than 300 passengers (on multiple buses) for larger trips, with a median value of approximately 50 passengers per trip. Field trips are generally operated between the hours of 9:30 AM and 1:00 PM, though the District reserves the right to request service outside of these hours. All trips are scheduled by the District’s Transportation department, and operated by the Contractor. The Contractor shall be expected to make their full fleet of vehicles available to provide extracurricular transportation between the AM and PM hub-to-school routes.

G. While the primary purpose of this scope of work is the provision of hub-to-school and field trip transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

2.3 Scope of Work # 3: Commercial 10- Passenger (including Driver) Vans or Light Duty Vehicles

A. The primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, extracurricular, and co-curricular transportation.

B. Such transportation services shall be furnished by commercial 10 - passenger (including Driver) vans, or light duty 10 passenger or less capacity vehicles as detailed in section 5.3.2.3 of this RFP.

C. Due to the dynamic nature of pupil transportation, the District is seeking Contractors who can augment the fleet of yellow school buses and provide flexible, reliable, and high quality transportation as needed.

D. These services shall increase the District’s flexibility to be responsive to parents and guardians who desire a smaller, more personalized transportation service for their students, and to create access to extracurricular opportunities for small groups of students who may not require a yellow school bus (e.g. high school students participating in internship programs).

E. This scope of work describes services that are new to District. As such, it is difficult to gauge the approximate number of students who may choose to opt into these services.
a. It may include some subset of the 1,500 students with IEPs who currently receive curb-to-curb transportation, or additional groups of students, such as students experiencing homelessness, foster youth, students enrolled in County Community schools, pregnant minors and minors with young children, and other groups for whom transportation may present a significant barrier to school access.

b. As the District is increasingly building work-based learning, community-based research, and other field work into our high schools, flexible, small group transportation options will be critical for ensuring students have access to the range of opportunities available. This may include transportation for high school students who need to travel to job shadows, internships, community based research, or community college courses during the school day.

F. Contractor should be able to quickly and flexibly respond to changing student needs, including changes of address or school.

G. While the primary purposes of this scope of work are the provision of curb-to-curb, hub-to-school, extracurricular, and co-curricular transportation, the District reserves the right to schedule trips to and from any other points, and for any other purposes as needed.

3.0 Vehicles
A. Contractor shall be responsible for providing and maintaining all vehicles and equipment needed for the provision of services under this RFP.

3.1 Environmental Sustainability
A. The District is committed to the use of electric and low-carbon vehicles.

B. In compliance with Board of Education Resolution No. 176-27A1 In Support of Carbon Neutral Schools all diesel powered school buses shall be powered by renewable diesel.

C. Contractor shall make samples of renewable diesel fuel available for quality assurance testing up to three times per year.

D. Diesel powered school buses must be outfitted with ARB-verified Level 3 (85 percent reduction of PM) particulate filters or engines meeting a 0.01 grams/brake horsepower-hour PM emission standard.

E. Commercial passenger vans (e.g. Sprinter type van) must have a fuel economy (combined city/highway) that is greater than 15 miles per gallon (MPG), and light duty vehicles (e.g. Minivans) must have a fuel economy (combined city/highway) that is greater than 80 miles per gallon gasoline equivalent (MPGe).

F. School buses may be powered by gas, propane, renewable diesel, or electricity. All vehicle engines shall meet the current, most stringent, EPA rating. Contractors who commit to powering some percentage of their fleet with sustainable propulsion technologies (i.e. electric vehicles) shall be awarded points as part of the best value selection process.

G. Contractor must submit fuel usage reports to the District twice per year (once in December, and once in June). The report shall denote the total vehicle miles travelled, propulsion technology, and MPGe (for passenger vans and light duty vehicles only) with each vehicle as a separate line item.

H. Contractor shall be required to apply for all available grants for clean air emissions, and the District will assist in the preparation of grants to the extent necessary. All grants awarded and received shall be directly applied and credited to the daily transportation rate under this contract and as mutually negotiated.

3.2 Vehicle Types
A. Vehicle types and requirements shall vary across each scope of work in this RFP. The variances in vehicle requirements for each scope of work are outlined in section 5.3.2 of this RFP.

B. Apart from the variances noted in section 5.3.2, all vehicles used in service of the District must comply with each of the remaining requirements outlined in this RFP.

C. If during the term of the Contract, any installation or modification of equipment is required due to a change in Local, State, or Federal law or applicable rules or regulations, such installation or modification shall be made by the Contractor without notification from the District. The cost of any such installation and modification shall be borne by the Contractor.

D. The design of vehicles which the Contractor proposes to furnish shall be subject to the approval and acceptance by the District’s Executive Director of Transportation. A vehicle determined by the Executive Director of Transportation
3.2.1 Scope of Work #1: 20 Passenger School Buses and Wheelchair Accessible School Buses

A. Ambulatory vehicles shall have a seating capacity of at least 20 passengers. Wheelchair accessible vehicles shall have a minimum capacity of 3 wheelchair spaces and 6 ambulatory seats.

B. 29 buses must be wheelchair accessible, as defined in Section 1293 of Title 13 of the California Code of Regulations. All wheelchair accessible vehicles must be equipped with wheelchair securement devices that comply with federal and state legal requirements. District reserves the right to inspect, and approve or reject any wheelchair loading devices installed in any vehicle operated by the successful Contractor.

C. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than six (6) years old. At no time during the term of the Contract shall the age of any such vehicle exceed ten (10) years.

D. If an award is made, Contractor shall use certified school buses, in compliance with all applicable Federal and California standards regarding school buses and pupil transportation safety, as currently codified or as may be amended from time to time, including without limitation Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations.

E. All vehicles identified as being used for the transportation of students with special needs shall be equipped with all safety devices required by California state law, as currently codified or as may be amended from time to time, regarding the transportation of students with special needs (i.e., wheelchair tie-downs, harnesses, etc.) with a minimum of one (1) harness per bus.

F. All vehicles provided under this scope of work shall be equipped with air conditioning.

G. All vehicles provided under this scope of work shall have tinted glass on all side and rear windows.

3.2.2 Scope of Work #2: 72+ Passenger School Buses

A. Vehicles provided under this scope of work shall have a minimum seating capacity of 72 passengers.

B. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than five (6) years old. At no time during the term of the Contract shall the age of any such vehicle exceed ten (10) years.

C. If an award is made, Contractor shall use certified school buses, in compliance with all applicable Federal and California standards regarding school buses and pupil transportation safety, as currently codified or as may be amended from time to time, including without limitation Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations.

D. All vehicles provided under this scope of work shall have tinted glass on all side and rear windows.

3.2.3 Scope of Work #3: Commercial 10-Passenger (including Driver) Vans or Light Duty Vehicles

A. Vehicles provided under this scope of work shall have a maximum capacity of 10 passengers, including the Driver.

B. If an award is made, as of the date of commencement of services all of the Contractor’s vehicles providing services shall be no more than (2) years old. At no time during the term of the Contract shall the age of any such vehicle exceed four (4) years.

C. If an award is made, all vehicles provided under this scope of work must comply with all applicable Federal and California standards regarding transportation safety including, but not limited to: California Highway Patrol certifications; the California Vehicle Code, requirements applicable to vehicles with capacity for no more than 10 persons (9 passengers and 1 Driver), and; the California Education Code section 45125.1, Fingerprint certification requirements and California Education Code section 49406(i), Examination for tuberculosis requirements.
D. Commercial passenger vans (e.g. Sprinter type van) must have a fuel economy (combined city/highway) that is greater than 15 miles per gallon (MPG), and light duty vehicles (e.g. Minivans) must have a fuel economy (combined city/highway) that is greater than 80 miles per gallon gasoline equivalent (MPGe). For commercial passenger vans, the District prefers vehicles powered by renewable diesel to those powered by gasoline.

E. Each vehicle shall visibly display a decal with the company logo in both the front and rear windows, or on the side of the vehicle at all times while the vehicle is in service to the District.

F. A passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver (“10 Passenger Van”), is not considered a School Bus under California law. However, 10-passenger vans and their operators are still subject to specific vehicle safety and driver licensing requirements as follows:
   a. 10-passenger van Drivers are required to have a valid commercial California driver's license with a passenger vehicle endorsement and a school bus driver certificate.
   b. Drivers are required to undergo a medical exam at least once every two years, and must submit to pre-employment drug and alcohol testing, and undergo post-employment testing where there is a reasonable suspicion of usage.
   c. Daily pre-trip inspections are required, and a complete, documented safety and maintenance inspection is required to be conducted at least every 90 days for all commercial 10-passenger vans.
   d. All passengers, as well as the driver, are required to wear seat belts while the van is in operation.

G. Diesel-fueled 10-passenger vans that are used for commercial purposes and weigh more than 10,000 pounds are subject to certain idling restrictions by the State of California's Air Resources Board. Such vehicles cannot idle in one location for more than five minutes at any location, or the driver can be subject to both criminal and civil penalties for pollution violations.

3.3 Technological Requirements

A. Contractor shall be responsible for purchasing and maintaining any required software and technology as outlined in this RFP, and for training their staff to use the software and technology.

3.3.1 GPS Device

A. All vehicles shall be equipped with Samsara Vehicle Gateway and sensor wiring kit (6 sensors installed) and Telematics GPS service including cellular data paid by contractor.

3.3.2 Tablet

A. All vehicles shall be equipped with onboard mounted tablets, most recent Android model stocked by cellular carrier including cellular data paid by contractor. Tablet mount must have the ability to be permanently locked and detachable (docked) by the driver. Tablets shall be used to share information with drivers, including any updates to routes and schedules, and to track daily ridership of students.

3.3.3 Student Ridership Device

A. Every vehicle shall be required to be equipped with a Student Ridership reader device that must be integrated with the tablet and GPS Gateway as well as the Edulog Software. The District is currently evaluating multiple ridership capabilities and technology. The device must be purchased and maintained by the contractor.

3.3.4 Required Software

A. Contractor shall be responsible for covering all associated costs for software for each vehicle required to run Edulog’s GPS route management system, tablet, and ridership.

3.3.5 On Board Cameras

A. All vehicles, including those used as spares, shall be equipped with District approved digital video recording systems.

B. The video recording devices must meet the following minimum requirements:
   a. Vehicles must have 4G network connectivity, a minimum of 5 i/o's (stop arm, door, etc.), two serial, one (1-wire), USB, diagnostics connection (OBD-II and CAN).
   b. All cameras should have High Definition (1080p) recording quality including audio recording.
   c. Wireless downloading: Devices should have the ability to automatically download camera recordings to District servers from all vehicles in the fleet.
d. Real-Time Access: District designated staff should be able to access cameras in real-time when students are being transported.

e. Interior view: There should be at least two (2) 360-degree cameras inside the vehicle, one in the front and one in the back of the bus.

f. Exterior view: It should be a 360-degree surround-view camera system, either a 360-degree view around the bus or a 180-degree view (front and rear), providing full visibility of the danger zones surrounding a bus and of students who may be within range of the bus but who are not immediately visible under normal circumstances, as well as cars that may be trying to pass a stopped school bus.

g. Remote health check: Devices should enable managers to remotely monitor the health of the surveillance systems via software applications.

h. Software integration: The video must be integrated with GPS and student tracking systems.

3.3.6 Two-Way Communication Radios

A. All vehicles, including route, standby, substitute and spare vehicles, shall be equipped with hands-free Motorola digital two-way communication radios.

B. There shall be ten percent (10%) more radios than vehicles as a spare radio factor. The number of spares may be adjusted upward or downward based on operational efficiency of the radios.

C. The Contractor shall also provide the District Transportation Office with a monitor capable of receiving all transmissions.

D. The use of two-way communication radios shall be limited to professional and business use, and the Contractor’s staff shall be properly trained on their professional use.

3.4 Safety Equipment

A. All vehicles must be equipped with three-point lap-shoulder restraint system, or the most current federal restraint system standards, as currently codified or as may be amended from time to time.

B. All required equipment for students with special needs shall be installed in accordance with the stricter of either current federal or California standards on all such replacement vehicles.

C. All school buses must have an approved amber warning light system, flashing red signal lights, and stop arm signal.

D. All school buses must be equipped with an operational child safety alert system, which is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

3.5 Number of Vehicles

A. Contractor shall at all times maintain a sufficient number of properly maintained vehicles to service all trips for the duration of the contract.

B. The initial number of vehicles required at the start of the contract for each scope of work is as follows:

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Type of Vehicle</th>
<th>Number of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1: 20 Passenger School Buses and Wheelchair Accessible School Buses</td>
<td>20 passenger school buses</td>
<td>173 (one hundred seventy three) Total Buses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 157 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 16 spares</td>
</tr>
<tr>
<td></td>
<td>Wheelchair accessible school buses with at least 3 wheelchair spaces and at least 6 ambulatory seats</td>
<td>29 (twenty nine) Total Buses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 26 route</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 3 spares</td>
</tr>
<tr>
<td>#2: 72+ Passenger School Buses</td>
<td>72+ passenger school buses</td>
<td>28 (twenty eight) Total Buses</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 25 route</td>
</tr>
</tbody>
</table>
3.6 Spare Vehicles
A. A spare vehicle is defined as a vehicle, or vehicles, in addition to the vehicles in the regular fleet and those undergoing State-mandated safety inspections or referred for preventative maintenance.
B. In order to provide the District with immediate service in the event of vehicle breakdowns or to meet other needs, the Contractor shall provide an adequate number of spare vehicles. The spare bus factor shall be a minimum of ten percent (10%), calculated to the closest whole vehicle but not less than one (1) vehicle.

3.7 Route Numbers
A. Each vehicle shall visibly display in the front side window the number of the route to which it has been assigned. If a vehicle other than the one normally assigned is used to cover a trip, the vehicle used shall display the number of the route it is covering.
B. Route numbers should be displayed using Route Changer XL, or similar product, which allows for route numbers to be prominently displayed and easily updated between routes.

3.8 Maintenance
A. All vehicles shall be in excellent mechanical condition and appearance and meet all State mandated safety inspections and/or preventative maintenance at the beginning of the Contract and shall be maintained in that condition at all times during the term of the Contract.
B. Each bus the Contractor uses shall have passed inspection before it is used to transport District students, and the Contractor shall maintain full responsibility for ensuring that all buses used to provide services to the District are inspected as required in the State of California.
C. The Contractor shall establish and maintain a complete and effective preventative maintenance program with complete and accurate records on each vehicle.
D. The District reserves the right to inspect motor vehicle equipment at any time during the term of the Contract, including a complete inspection of the body and chassis of each school bus operated by the Contractor.
E. The Contractor shall keep maintenance records for each school bus used to transport school children, and these records shall contain at a minimum the following information for each school bus: year; make; model; VIN; bus #, tire size; owner name; nature and due date of the various inspection and maintenance operations to be performed; and a record of all inspections, repairs and maintenance including date and nature.
F. The Contractor shall ensure that pre-trip and post-trip inspections are conducted and documented before and after each trip. Each school bus shall be inspected by the school bus driver and/or persons designated by the Contractor. The inspections shall be conducted in accordance with the California State standards for school bus operations.
G. All faulty or improperly functioning equipment shall be reported in writing on a check sheet, which is signed by the driver, so that maintenance personnel are notified promptly allowing the condition to be repaired before the next trip. The school bus shall be placed out-of-service and may not be driven until all minimum standards for operation are met.
H. The Contractor shall not use any bus declared out-of-service until all repairs required have been satisfactorily completed and the bus has passed inspection.
I. The Contractor shall keep maintenance records that shall be readily accessible to inspectors or auditors authorized by the District. Maintenance records shall contain a written record of all mechanical work or service performed on a school bus. The file shall contain records of all parts which are removed or replaced at periodic preventive maintenance intervals, or for any emergency service. Maintenance shall meet or exceed manufacturer’s recommended service interval for each body or chassis component and for all repairs.

J. Vehicles that are deemed to be unfit for providing the required service, or that do not have a current certification, shall be replaced by the Contractor with another vehicle of the appropriate size, type and capacity and of proper condition and appearance. No increase in contract price shall be permitted.

3.8.1 Vehicle Cleanliness

A. All vehicles used in the District service must be kept clean. Cleaning shall be performed on a regular schedule.

B. Within the maintenance plan submitted as part of its proposal, Contractor should describe its vehicle cleanliness program and the staffing levels proposed to ensure compliance with that program.

C. At a minimum, service Contractor shall:
   a. Wash vehicle exterior at least once per week and more frequently as needed.
   b. Sweep and damp mop school bus interior daily.
   c. Clean interior windows and wash and disinfect floors daily and more often if reasonably required.
   d. Wash remainder of vehicle interior weekly using sanitizing cleaner.
   e. Assure that all windows of vehicles stored outside are cleared of frost prior to operation. For such vehicles, any accumulation of garbage, dirt, mud or grime is to be cleared from the vehicle exterior, steps, and running boards prior to service.
   f. Service Contractor shall only use cleaning chemicals that are fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used at any time in any District vehicles.
   g. Ensure vehicles are free of rodents, insects, and all other vermin.

D. All vehicles shall at all times be kept smoke free throughout the entire duration of the Contract.

3.9 Location of Vehicles

A. The Contractor shall maintain all necessary vehicles and equipment for the performance of this Contract at a suitable location in San Francisco, or in the immediate vicinity of San Francisco which is defined hereunder as being within a fifteen (15) mile radius of San Francisco’s City limits and not involving a bridge.

B. The Contractor shall maintain its bus yard in compliance with the California Highway Patrol (“CHP”) standards, as demonstrated by holding a current and valid terminal inspection certificate issued by the CHP for the bus yard.

C. The Contractor shall not authorize overnight park-out of any vehicles utilized for the transportation of pupils under this Contract without the prior written permission of the District’s Executive Director of Transportation.

3.10 Vehicle Use

A. While a vehicle is in service to the District, the transportation of any individual not authorized by the District is prohibited.

B. Stops or detours to locations unauthorized by the District while a vehicle is in service to the District are prohibited.

C. If the Contractor operates any transportation services other than for the District, the Contractor is required to give priority to the District. The Contractor should never fail to provide on-time services for the District because vehicles or drivers are being used to cover services outside of their contract with the District.

4.0 Personnel

A. Contractor shall be responsible for providing all the staff needed to support the provision of services described in this RFP.

B. Contractor shall at all times abide by applicable local, state, and federal laws and regulations in its hiring practices.

C. To the extent applicable, Contractor shall submit with their proposal a status report regarding any collective bargaining agreements in place, and/or labor negotiations underway with the Contractor’s employees or their representatives, including the anniversary dates of all labor contracts that the Contractor holds.
D. Work shall be performed only by personnel who have been trained, qualified, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor. Verification of Contractor’s staff members’ qualifications shall be made available to the District upon request.

E. Contractor shall comply with the District’s requests regarding assignment of personnel, but all personnel, including any assigned at the District’s request, shall be supervised by Contractor.

4.1 Drivers

A. Contractor shall be responsible for hiring, training, and managing sufficient drivers in compliance with all requirements outlined in this RFP.

B. Each Contractor shall submit with its proposal a detailed plan and schedule for driver staffing, including without limitation hiring, training and qualifying drivers on time to fully commence services as outlined in this RFP. Each bidder shall also submit with its proposal a program for driver training and orientation.

4.1.1 General Requirements for Drivers

A. The driver's primary responsibility is to safely transport students to and from school and school activities. Drivers shall drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with state mandated rules of the road and traffic regulations.

B. All Drivers are required to comply with Education Code section 45125.1, Fingerprint certification requirements, as applicable. Contractor must provide proof that fingerprint certification requirements have been fulfilled prior to assigning any Driver.

C. Contractor must comply with Education Code section 49406(i), Examination for tuberculosis requirements, as applicable. Contractor must provide proof that examination for tuberculosis requirements has been fulfilled prior to assigning any Driver.

D. Drivers shall abstain from using tobacco products while in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.

E. Drivers shall not be under the influence of drugs or alcohol while operating any bus. Drivers shall be subject to drug and alcohol testing in accordance with Board of Education policy and the requirements of federal law.

F. Drivers must follow all federal, state, and local laws, regulations, and procedures related to the transportation of pupils.

G. Drivers must follow the procedures contained in the District's Transportation Safety Plan.

H. Every driver must be twenty-one (21) years of age or older.

I. The Contractor shall require every driver to have accurate timepieces while on duty so that the drivers can maintain established scheduled times.

J. Every driver shall be evaluated by the Contractor at least once each year for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of students with IEPs.
   a. All Drivers assigned to perform services under this Contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an “at fault” accident, the Driver shall be re-evaluated and retrained.
   b. Copies of the evaluations shall be maintained by the Contractor during the term of the Driver’s employment by the Contractor, plus one (1) year thereafter and shall be available for review by the District.

4.1.2 Number of Drivers

A. Contractor shall at all times employ a sufficient number of properly qualified drivers to operate vehicles and service all trips for the duration of this contract. A sufficient number shall be at least one regularly scheduled driver per route, plus standby drivers. The number of standby drivers shall be at least 15% of the total number of regularly scheduled drivers.

B. The Contractor shall maintain a complete and accurate list of drivers with their assigned routes and bus numbers and make it available to the District at all times and without limitation.

4.1.3 Number of Standby Drivers
A. Contractor shall provide a sufficient number of standby drivers each day that services are provided under the contract.

B. The minimum number of stand-by drivers shall not be less than fifteen percent (15%) of the total number of regularly-scheduled drivers at all times, or as needed to make the Contract routes whole.

C. This amount of standby drivers is not to include those drivers needed to cover for drivers on long term leave (over three weeks).

D. When the District deems that additional drivers are needed to ensure the timely and reliable transportation of each and every student, it may submit a written request to increase the percentage of standby drivers at any time, and the Contractor shall have three months from the time of notification to comply with the request.

E. The Contractor shall maintain a complete and accurate list of standby drivers and make it available to the District at all times and without limitation.

4.1.4 Licenses

A. All Drivers must be properly licensed in the State of California and possess the necessary valid Driver’s license for the class of vehicle operated.

B. At a minimum, all drivers must possess both of the following documents issued by the state Department of Motor Vehicles: (1) a valid Driver’s license for the appropriate class of vehicle to be driven; and (2) a certificate which permits the Driver to operate either school buses, student activity buses or commercial passenger vehicles, as applicable.

C. Contractor shall maintain on file documents confirming each Driver’s name, California Driver’s License number, and Department of Motor Vehicles summary record (DMV pull notice).

D. The Contractor shall maintain on file documents confirming that all Drivers are properly licensed. These documents shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon request or audit.

4.1.5 Training

A. Successful proposers shall demonstrate an exceptional commitment to provide drivers with the proper training and resources to create safe and supportive environments for each and every student they serve.

B. Contractor’s instructors shall be certified by the Department of Transportation, State of California.

C. Certification and recertification programs for drivers must include classroom instruction covering inspection procedures to ensure students are not left unattended. (Education Code § 40085.)

D. No regular, relief, standby, or newly-assigned regular driver shall be dispatched on a route under this Contract without being fully trained on:
   a. The use of any and all equipment needed to safely transport the students on the route (e.g., fully trained on operation of the lift on the lift gate vehicles, and proper methods of securing wheelchairs within the vehicle).
   b. The needs of all the students they will be transporting (e.g., disability conditions of students with special needs and procedures to be followed when transporting students with special needs). Drivers who are required to lift pupils in and out of vehicles shall have special training provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted. Such personnel shall be physically capable of performing the required lifting.
   c. The conditions to be expected on route, special considerations for the route, and a review of the route.

E. In addition to the normal driver instructions as provided for by the California Highway Patrol, all drivers and relief/standby drivers shall participate in an annual District-approved, Contractor-provided course of instruction. Drivers of general education routes shall attend a general education program, and drivers of the routes for students with disabilities shall attend a special education program. Stand-by drivers shall attend both programs.
   a. This inservice training shall include at a minimum:
      i. Customer service guidelines and standards, including the District’s Core Values and Service Standards;
      ii. Appearance and dress code;
iii. Supervision and control of school children, in accordance with the District’s guidelines and Education Code 40081 and 40082, including specialized training necessary for transport of special education pupils;
iv. The District’s sexual harassment policy;
v. First aid practices and CPR;
vi. The proper actions to be taken in the event that a school bus is hijacked;
vii. The proper installation of mobile seating devices in the bus securement systems.

F. Topics covered during the in-service training for students with disabilities shall include, but not be limited to, pupil management, disability awareness, sensitivity to students with disabilities, safety training in the operation of the lift gates and/or ramps, and appropriate methods for securing persons with disabilities and wheelchairs within the bus.

G. Prior to changing assignment from driving students with special needs to driving general education students, or vice versa, a driver shall receive appropriate in-service training for the new assignment.

H. Drivers who regularly drive both students with special needs and general education students shall receive appropriate in-service training for the assignment.

I. The District reserves the right to request additional staff trainings as needed to ensure the provision of high quality service for students and their families.

J. Contractor shall maintain on file documents confirming that all drivers are properly trained. These documents shall be regularly maintained and updated by Contractor and shall be available for review by the District upon request or audit.

4.1.6 Appearance and Dress Code
A. While the District does not require Contractor to implement a formal dress code for drivers, all drivers shall be well-groomed with a professional appearance.

4.1.7 Photo Identification
A. All drivers shall wear at all times while driving students for the District a company identification badge displayed on the outer garment in a visible location with their name and picture displayed thereon.

B. The purchase and provision of identification badges shall be the responsibility of the Contractor.

4.2 Non-Driver Personnel
A. During the term of this contract, the Contractor shall provide sufficient staffing necessary to perform the duties and obligations of the contract.

B. Contractor shall have the necessary personnel with the skills and experience to enable the Contractor to perform this Contract, if awarded, including supervisory and management staff, mechanics, maintenance, instructors, dispatchers, field representatives, and other daily bus operations staff.

C. Contractor's instructors shall be certified by the Department of Transportation, State of California.

D. A complete staffing plan for all non-driver personnel shall be submitted as part of the proposal. The plan shall include at a minimum:
   a. A complete organizational chart that reflects the proposed staffing plan.
   b. A detailed description of all positions indicating which personnel shall be dedicated full-time to the contract with the District and which shall be dedicated part-time.
   c. Job descriptions and qualifications required for all non-driver positions.
   d. Resumes for all supervisory and management positions.
   e. If a Contractor has not yet hired some staff members, they shall detail how these positions will be filled on a timely basis, and they shall detail how these individuals will be adequately trained in order for the Contractor to be ready to perform the contract, if awarded.

E. Staffing levels shall never fall below the levels defined in the staffing plan without prior written approval from the District.

F. The District shall have the right to provide bus monitors or bus aides (adult school bus riders) at such times and for school buses as the District may deem advisable.

4.2.1 Hours on Duty
A. At all times while students are being transported, the Contractor shall maintain qualified persons on duty who would be able to immediately take care of any problem including but not limited to equipment breakdown, accidents, student discipline problems, emergency rerouting, lost drivers and other unexpected or routine matters which may arise in the Contractor's service. This provision includes a qualified dispatcher, school bus mechanic, and yard manager.

4.2.2 Location of Key-Staff

A. Key staff shall be defined as all staff involved in the day-to-day operations of the contract. Key staff may include, but are not limited to drivers, dispatchers, field supervisors, mechanics, fuelers, fleet maintenance supervisors, and general managers.

B. The Contractor shall ensure that key staff shall work from a location in San Francisco, or in the immediate vicinity of San Francisco which is defined hereunder as being within a fifteen (15) mile radius of San Francisco City limits and not involving a bridge.

4.3 Prevailing Wages

A. Contractor agrees that, if awarded the contract, Contractor shall pay its employees no less than the prevailing wage rate(s) including fringe benefits as permitted by law for school bus drivers, mechanics, dispatchers and other employees within the City and County of San Francisco at the time of the bid issuance.

B. The District's Director of Purchasing shall be the sole judge of whether the Contractor's wage scales meet the prevailing wages provided in the table below.

<table>
<thead>
<tr>
<th>Employee Position</th>
<th>Shift (if not regular)</th>
<th>Regular Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Bus Driver</td>
<td>n/a</td>
<td>$35.05</td>
</tr>
<tr>
<td>Lift pay per day</td>
<td>n/a</td>
<td>$7.00</td>
</tr>
<tr>
<td>Dispatcher</td>
<td>n/a</td>
<td>$31.17</td>
</tr>
<tr>
<td>Head Dispatcher</td>
<td>n/a</td>
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<tr>
<td>Payroll</td>
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<tr>
<td>Mechanic</td>
<td>Day</td>
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</tr>
<tr>
<td></td>
<td>Night</td>
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</tr>
<tr>
<td></td>
<td>Day Lead</td>
<td>$47.41</td>
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<tr>
<td></td>
<td>Night Lead</td>
<td>$51.41</td>
</tr>
<tr>
<td>Fueler</td>
<td>Day</td>
<td>$37.51</td>
</tr>
</tbody>
</table>

4.4 First Offer to Hire Employees

A. If the Contractor to whom an award is made is other than the Contractor currently providing transportation services to the District at the time of the bid, the new Contractor shall first offer to hire, where available:
   a. The drivers of the outgoing Contractor;
   b. CHP-certified drivers with experience driving school buses within the City and County of San Francisco; and
   c. Drivers with comparable years of driving experience under conditions similar to those in San Francisco and with comparable or better safety records.

B. In addition, such new Contractor shall first offer to hire, where available, the mechanics and dispatchers of the outgoing Contractor, or other mechanics and dispatchers with satisfactory years of experience.
C. In order to be eligible for hiring under this Section, any such individual must otherwise meet all applicable requirements detailed in the contract.

5.0 Business Services
A. Contractor shall be responsible for providing all business services needed for the provision of services under this RFP.

5.1 Customer Service
B. The District is dedicated to putting students first and to uphold certain standards of service in every interaction, not only with students, but also with their families, principals, teachers and all District staff who work with our students and schools. It is the expectation of the District that drivers and other Contractor personnel shall demonstrate exemplary customer service and professional conduct in every interaction that is aligned with the District’s Core Values and HUG standards.
A. Contractor shall provide a customer service single point of contact who will deal directly with the District’s Executive Director of Transportation on all matters concerning the implementation and operation of the Contract as well as any other issues requiring immediate remedy by the Contractor.
B. Drivers and other Contractor personnel shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment. Contractor is referred to the District’s Sexual Harassment Policy, which is incorporated into any contract by this reference.
C. Any and all information given to a Driver or other Contractor personnel regarding a student is to be considered confidential and under no condition may this information be used for any purpose other than providing services to the District.

5.2 Driver Consistency
A. The District and Contractor shall strive to ensure driver consistency to the greatest extent possible.
B. As such, the Contractor shall not assign more than two different regularly scheduled drivers to any route over the course of the regular school year, except where changes are due to driver retirements, resignations, or District requests.

5.3 Establishing Routes and Schedules
A. Vehicle routes, schedules, pickup points and unloading zones are to be established by the District, and no exceptions shall be allowed without prior written confirmation by the District.
B. The District reserves the right to change school hours, routes and schedules at any time.
   a. Contractor shall be given at least twenty-four hours prior written notice after the first two weeks following the start of the school year.
   b. Due to the dynamic nature of the start of the school year and the start of the summer program, the District reserves the right to make changes with less than twenty-four hours prior written notice during the first two weeks of the school year and the first two weeks of the summer program.
C. The Contractor, in submitting its proposal, acknowledges and recognizes that the District may be required to make changes in Subsection B, immediately above, and agrees to effectuate these changes as quickly and expeditiously as possible, and within the time constraints indicated.

5.3.1 Start of the School Year
A. The District shall provide the Contractor with routes and schedules, in preliminary form, four (3) weeks prior to the start of the regular school year.
B. Contractor shall have permanent drivers assigned to every route, and a list of such assignments shall be delivered to the District at least two (2) weeks prior to the first day of the school year, along with written confirmation that all drivers have signed off on their assignment for the school year.
C. Drivers shall complete an actual-time dry run of all routes and schedules by the assigned drivers in their assigned vehicles no later than one (1) week prior to the first day of school.
   a. The Contractor shall verify the completion and timing of all trips and using a GPS generated report that is submitted to the District no later than one week prior to the start of school. This report shall highlight all instances where the arrival times were later/earlier than those indicated on the schedule from the District.
b. The Contractor shall share specific feedback from the Drivers, including, but not limited to, suggested adjustments that might decrease the amount of time required, construction and/or traffic patterns that might impact on-time performance.

D. The District shall incorporate feedback from the dry run and shall provide revised routes and schedules to the Contractor at least two (2) days before the start of the school year.

5.3.2 Summer Program

A. The District shall provide the Contractor with schedules, in preliminary form, two (2) weeks prior to the start of the Summer Program.

B. Contractor shall have permanent drivers assigned to every route, and a list of such assignments shall be delivered to the District one (1) week prior to the first day of the summer school program, along with written confirmation that all drivers have signed off on their assignments.

C. Drivers shall complete an actual-time dry run of all routes and schedules by the assigned drivers in their assigned vehicles the week prior to the first day of the summer school program.
   a. The Contractor shall verify the completion and timing of all trips using a GPS generated report that is submitted to the District. This report shall highlight all instances where the arrival times were later/earlier than those indicated on the schedule from the District.
   b. The Contractor shall share specific feedback from the Drivers, including, but not limited to, suggested adjustments that might decrease the amount of time required, construction and/or traffic patterns that might impact on-time performance.

D. The District shall incorporate feedback from the dry run and shall provide revised routes and schedules to the Contractor two days before the start of the summer school program.

5.4 Implementing Routes and Schedules

A. Drivers shall follow all laws, regulations, and procedures related to the transportation of pupils.

B. In order to provide each and every student with the quality instruction and equitable support required to thrive in the 21st century, students must consistently arrive to school on time. Moreover, for many students with IEPs the predictability and reliability of on-time services are especially critical.

C. To be eligible for award of the contract, if awarded, a Contractor must have a strong performance record, and a strong record of integrity and business ethics.

5.4.1 Operating and Dispatching Daily Routes

A. The Contractor’s dispatching center shall provide swift, accurate, and versatile services, and shall be staffed by a highly trained team with the capacity to ensure on-time services and serve as a liaison between the District and drivers and families.

B. The District and the Contractor shall work together to establish protocols and procedures to ensure high quality service for District staff, students, and families. For example:
   a. Guidelines for communicating with Principals, teachers, families, and students;
   b. An online issues tracker to capture, monitor, and resolve issues;
   c. Guidelines for settling disputes with District staff regarding routes, schedules, pupil conduct, public relations, and other operational problems that might arise; and
   d. Guidelines to ensure effective communication and cooperation at all times between the District and the Contractor.

C. The District shall design all routes and schedules using Edulog’s software and shall provide the Contractor with appropriate access to information so they can assign drivers, assign buses, and manage daily routes and schedules.

D. The Contractor shall have installed and maintained at each dispatch center and bus yard used to service this Contract a direct telephone ring down line to the District’s Transportation Department.

E. The Contractor shall utilize two way radio systems, GPS, and Edulog’s software to communicate, coordinate and oversee the timely operation of all routes as well as the needed substitutions of vehicles.
F. The Contractor shall provide the Transportation Department each morning with a list/file, continually updated, of all routes and trips under the Contract which are to be operated by a relief or a standby driver or newly assigned regular driver.

G. Contractor shall be required to plan for all prior known vehicle substitutions.
   a. Driver and/or district personnel shall make vehicle substitutions in Edulog’s software or on-board the tablet each time a planned bus has been substituted for a different bus.
   b. Each driver shall be responsible for identifying the run and route they are driving at the beginning of each trip before leaving the Contractor parking location.

5.4.2 Responding to Parent/Guardian Inquiries
   A. The Contractor shall provide a direct telephone number for families.
   B. The District and the Contractor shall work together to establish protocols and procedures for the direct phone number for families. These protocols and procedures shall be designed to ensure effective communication at all times between the Contractor and families. For example:
      a. Clarifying when and how the number shall be shared with families;
      b. Setting specific parameters for the types of questions the Contractor shall be prepared to respond to and clarifying the types of questions that should be directed to the District instead of the Contractor; and
      c. Developing written guidelines for responding to different scenarios.
   C. At all times while students are being transported, the Contractor shall maintain qualified persons on duty to respond to calls from families. Contractor staff shall have the capacity to respond to inquiries from families speaking English, Spanish & Cantonese.

5.4.3 On Time Performance
   A. On-time performance shall be defined as the following:
      a. Trips where none of the scheduled pick-ups or drop offs are late.
      b. A trip is considered late when any scheduled pick up is serviced 10 minutes or more late, or when the bus arrives 10 minutes or more late to its drop off location (school, therapy clinic, field trip location, etc.).
   B. Monitoring of on-time performance shall occur through a combination of methods, including but not limited to: complete and accurate reporting by drivers and Contractor; GPS records; random field checks conducted by District staff; observations reported by school based staff; input from parents/guardians.
   C. The Contractor shall notify the District in advance of any delay from normal schedule for any reason.
   D. The District recognizes there may be cases where student safety, unpredictable weather, traffic patterns, or some other factor that was not reasonably within Contractor’s control causes the vehicle to be late.

5.4.4 Missed Trips
   A. Contractor is expected to complete one hundred percent (100%) of all scheduled trips.
   B. A missed trip is a trip performed 60 minutes or more late, or not performed at all.

5.4.5 Student Pick-up Procedures
   A. Drivers shall stop to load students only at stops designated by the District.
   B. Drivers shall never load students from a double-parked position.
   C. At no time shall the Contractor transfer a student to or from one vehicle to another vehicle except in case of emergency or equipment breakdown, or unless the District-provided bus schedule calls for such transfer.
   D. All students served under this contract shall be responsible for being at the designated pick-up location, ready to travel, at their confirmed pick-up time.
   E. If the rider is not visible to the driver one (1) minute after the confirmed pick up time, the driver must first obtain dispatcher approval before moving on. Driver may not move on without the required approval.
   F. Dispatcher or supervisor may not approve the “no-show” of a student to a driver and allow a driver to move on until the dispatcher or supervisor has, together with the driver, reviewed the steps taken to locate the passenger. Examples of these steps include telephone communication with the parent or guardian (or attempts), verifying the address, etc.
G. Under no circumstances may drivers register a rider as a no-show if the driver arrived early unless driver has waited at least 1 minute after the scheduled pick-up time, or was informed the student would not be going.

5.4.6 Student Drop-Off Procedures

A. Drivers shall stop to unload students only at stops designated by the District.
B. Drivers shall never unload students from a double-parked position.
C. Drivers shall not require or allow any student to leave the vehicle en route between home and school or other destinations.
D. All students with IEPs must be received by school personnel unless otherwise indicated in writing by the District to the Contractor.
E. Drivers shall ensure that wheelchair-using and vision-impaired passengers are dropped off at the sidewalk, curbside, near the entrance of the school campus.
F. At no time shall a driver disembark a student with an IEP at an address other than specified (unless specifically authorized by the District's Transportation Department).
G. Students with IEPs shall not be dropped off at any location without a receiving adult in attendance unless a Release From Responsibility Form has been executed by the student's parent or guardian. The District Transportation Department shall notify the Contractor when a completed Release From Responsibility Form has been executed. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student without a receiving adult in attendance and no Release From Responsibility Form has been signed by the parent/guardian, the Contractor shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.
H. In the event of a lost or missing student, the Contractor shall provide all assistance requested by the District to locate the student.
I. Students may not be left unattended on a bus (Education Code § 39860(b). The Contractor must notify the Department of Motor Vehicles within five days after (1) upholding disciplinary action (after completing applicable procedures) against a bus driver who was found to have left the immediate vicinity of a vehicle with an unsupervised student onboard and (2) finding that the driver’s actions constituted gross negligence. (Education Code § 39843(a).)

5.4.7 Student Safety

A. On approach to a stop where pupils are loading or unloading from a school bus, the driver shall activate an approved amber warning light system, flashing red signal lights, and stop arm signal and shall escort students in accordance with Vehicle Code 22112. The driver shall operate the flashing red light signal system and stop signal arm at all times when the school bus is stopped for the purpose of loading or unloading pupils.
B. It shall be the driver's responsibility to ensure that car seats, seat belts, harness straps and/or restraints are properly adjusted and fastened as soon as the student enters his/her seat and for the duration of the trip.
C. On a daily basis, the driver of a lift gate vehicle shall ensure proper operation of the lift gate, and that there are the proper amount of tie downs for all trips associated with the bus prior to departure for the first morning trip.
D. Students transported in their own wheelchairs must be adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the bus. Wheelchair brakes must be in locked position during transport.
E. The driver shall be responsible for notifying the Contractor of any student equipment not in proper transport condition. The Contractor shall then notify the District of the name, address, and school of attendance of the student with the equipment in question. The District shall notify parents/guardians that they must provide a wheelchair that is properly maintained and have any additional unique restraints required for safe transport.
F. Prior to departure on a school activity trip, all pupils shall receive safety instruction that includes, but is not limited to, location of emergency exits, and the location and use of emergency equipment. Instruction also may include responsibilities of passengers seated next to an emergency exit.

5.4.8 Accidents

A. All accidents shall be reported immediately to the District as specified in Section 1219 (“School Bus Accidents”) of Title 13 of the California Code of Regulations; Section 12571.1 of the California Vehicle Code; and Chapter 3, page
25, of the Passenger Transportation Safety Handbook published by the California Highway Patrol, each as currently established or as may be amended from time to time. Any Contractor internal communication problems shall in no way relieve the Contractor of its obligations to provide accident notification and information to the District as required.

B. All accidents shall be reported by the Contractor to the California Highway Patrol.
C. The District and Contractor shall collectively establish clear protocols and reporting requirements that shall be followed in the event of a vehicle accident.

5.4.9 Emergency Planning and Procedures

A. Drivers shall provide all passengers with instruction in school bus emergency procedures and passenger safety at the start of the school year, the start of the second semester, and the start of the summer program (Education Code Section 39831.5).
   a. The instruction shall include, but is not limited to, proper loading and unloading procedures, including escorting by the driver, how to safely cross the street/highway/private road, instruction on the use of passenger restraint systems, proper passenger conduct, bus evacuation, the location of emergency equipment, the responsibilities of passengers seated next to an emergency exit.
   b. As part of the instruction, pupils shall evacuate the school bus through emergency exit doors.
   c. The Contractor shall maintain on file for one year from the date of instruction documents confirming that all passengers have received this instruction. The following information shall be documented each time the instruction is given: Name and location of school; date of instruction; names of supervising adults; number and grade levels of pupils participating; subjects covered; amount of time taken for instruction; drivers name; bus number. These documents shall be subject to inspection by the Department of the California Highway Patrol and shall be available for review by the District upon request or audit.

B. Contractor shall maintain an Emergency Contingency Plan, subject to the District's approval, to ensure continuity of performance under this Contract. Such plan shall be designed to ensure that performance under this Contract will not be delayed, fail to be provided, or be interrupted as a result of events including but not limited to a Force Majeure Event, other major disaster, fire, power outages, or other emergencies, as well as work stoppage, strike or labor dispute by Contractor's or District’s employees. If requested, Contractor shall submit a copy of its Emergency Contingency Plan to the District for review. The Emergency Contingency Plan shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon request or audit.

C. As a service Contractor contracted by the District, Contractor may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

5.5 Billing and Invoicing Practices

A. Contractor shall have the necessary organization, accounting and operational controls to perform this contract. Each Contractor shall submit with its proposal a list of the company’s supervisory and management personnel in accounting and operations for the company. Each bidder shall also include in its bid proposal information detailing its organizational, accounting and operational control systems and structures.

B. Contractor shall submit preliminary itemized invoices for services rendered, on a form or forms approved by the District, to the Transportation Department on a monthly basis, no later than the tenth (10th) working day of the month.

C. In submitting to the District any invoice for payment for services rendered under the contract, Contractor certifies to the District that said services were rendered in compliance with Contractor’s obligations under the contract.

D. Invoices shall be mailed to the following District location:
   Arcadio Fokin, Executive Director of Transportation
   SFUSD Transportation Department
   1000 Selby Street
   San Francisco, CA 94124

E. The District may change the location to which invoices shall be mailed by written notice to the Contractor from the District.
F. The District shall review the preliminary itemized invoice, and in the event of billing or scheduling errors shall revise
the invoice. The District shall also apply any penalties or liquidated damages to the preliminary invoice, and submit
a revised version to the Contractor for review.

G. In the event of revisions or penalties, the Contractor shall revise the preliminary invoice and submit a final invoice
to the District for review and payment.

5.6 Reporting Requirements

A. Timely and accurate reporting is essential for the District to run a student-centered, financially sustainable
transportation program. Moreover, the types of data and reports that the District shall request from the Contractor
will be essential to ensuring the safe and timely transportation of District students, and the efficient allocation of
public funds.

B. At any time during the term of the Contract, the Contractor shall, upon request by the District, provide the District
with reports, studies and records. Such reports, studies and records may include but are not limited to those
outlined in this section (5.5.7).

5.6.1 Vehicle Records

A. Copies of all California Highway Patrol, California Department of Transportation and Federal Department of
Transportation vehicle inspection reports on the Contractor vehicles.

B. Verification that all school buses have passed all State mandated safety inspections.

C. A copy of the Contractor’s preventative maintenance program with complete and accurate records on each vehicle.
The Contractor shall keep maintenance records that shall be readily accessible to inspectors or auditors authorized
by the District. For example:
   a. Records that document regular safety and maintenance inspections;
   b. Records that document pre-trip and post-trip inspections for vehicle used to transport students;
   c. Maintenance records that contain a written record of all mechanical work or service performed on a school
      bus. The file shall contain records of all parts that were removed or replaced at periodic preventive
      maintenance intervals, or for any emergency service.
   d. Maintenance records for each school bus used to transport school children, including at a minimum the
      following information for each school bus: year; make; model; ‘VIN; bus #, tire size; owner name; nature
      and due date of the various inspection and maintenance operations to be performed; and a record of all
      inspections, repairs and maintenance including date and nature.

D. List of all vehicles approved for overnight park-outs, including date approved, vehicle license plate number, vehicle
number, driver’s name, and park-out address.

E. Access to the digital video recording system on buses, including without limitation the ability to retrieve data at any
time.

F. Fuel usage reports twice per year (once in December, and once in June) that denote the total vehicle miles
travelled, propulsion technology, and MPGe (for passenger vans and light duty vehicles only) with each vehicle as
a separate line item.

5.6.2 Personnel Reports

A. The Contractor shall maintain a directory with contact information (names, phone, telephone, and mailing address)
for all non-driver personnel and make it available to the District at all times and without limitation.

B. Work shall be performed only by personnel who have been trained, qualified, appropriately certified and/or
licensed, under the supervision of and/or in the employment of the Contractor. Verification of Contractor’s staff
members’ qualifications shall be made available to the District upon request.

C. The Contractor shall maintain on file documents confirming that all Drivers are properly licensed. These documents
shall be regularly maintained and updated by the Contractor and shall be available for review by the District upon
request or audit.

D. Contractor shall maintain on file documents confirming that all drivers are properly trained, including the time,
location, and content of all trainings. These documents shall be regularly maintained and updated by Contractor
and shall be available for review by the District upon request or audit.
E. Copies of any and all driver evaluations shall be maintained by the Contractor during the term of the Driver’s employment by the Contractor, plus one (1) year thereafter and shall be available for review by the District.

5.6.3 Emergency Procedures and Passenger Safety

A. A copy of the Contractor’s Emergency Contingency Plan shall be available for review by the District upon request or audit.

B. A copy of the school bus emergency procedures and passenger safety instructions drivers shall provide all passengers (at the start of the school year, the start of the second semester, and the start of the summer program) shall be available for review by the District upon request.

C. Documentation that all passengers have received instruction in school bus emergency procedures and passenger safety. The following information shall be documented each time the instruction is given: Name and location of school; date of instruction; names of supervising adults; number and grade levels of pupils participating; subjects covered; amount of time taken for instruction; drivers name; bus number. These documents shall be subject to inspection by the Department of the California Highway Patrol and shall be available for review by the District upon request or audit.

5.6.4 Monthly Key Performance Indicators

A. Each month, the Contractor shall provide the District with the following data to help measure and monitor service levels.
   a. On-time Performance: One (1) minus the sum of bus trips that arrived late, divided by the total number of bus trips.
   b. Average Student Ride Time for General Education: Average daily one-way student ride time, in minutes.
   c. Average Student Ride Time for Students with IEPs: Average daily one-way student ride time, in minutes.
   d. Miles between Accidents: Total number of transportation accidents, divided by the total number of miles driven.

B. Each month, the Contractor shall provide the District with the following data to help measure and monitor cost efficiency.
   a. Vehicle Usage: Total number of daily trips, divided by the total number of vehicles used.
   b. Cost per Mile Operated: Total costs charged to the District divided by total miles operated.
   c. Cost per Student Served: Total costs charged to the District divided by students served.
   d. Cost per Run: Total costs charged to the District divided by total trips operated.
   e. Cost per Route: Total costs charged to the District divided by total routes operated.
   f. Cost per Vehicle: Total costs charged to the District divided by total vehicles operated.
   g. Zero Emissions Vehicles: Number of zero emissions vehicles, divided by the total number of vehicles.
   h. Zero Emissions Miles: Number of miles driven by zero emissions vehicles, divided by the total number of miles driven.

C. Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor’s services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, non-public schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

5.6.5 Daily Service Reports

A. The Contractor shall maintain a complete and accurate list of drivers with their assigned routes and bus numbers and make it available to the District at all times and without limitation.

B. The Contractor shall maintain a complete and accurate list of standby drivers and make it available to the District at all times and without limitation.

C. The District and the Contractor shall work together to establish protocols and procedures for the Contractor to provide the following reports on a daily basis:
   a. All routes and trips that will be operated by a standby driver or newly assigned regular driver;
   b. Late (ref: 5.5.4.3) or missed trips (ref: 5.5.4.4), with cause of problem and corrective action taken;
   c. Student misbehavior;
d. Feedback/complaints of unsatisfactory service from families/students/schools;
e. Accidents;
f. Traffic violations;
g. Mechanical or other problems with buses and equipment;
h. Ridership for all curb-to-curb and hub-to-school trips, including student names;
i. Other reports as requested by the District.

---END APPENDIX A---
APPENDIX B

SCHEDULE OF FEES AND CHARGES

CALCULATION OF CHARGES

[CONTRACTOR'S FEE SCHEDULE - RFP Attachment G: Fee Schedule]
APPENDIX C

INSURANCE REQUIREMENTS

The Contractor shall, at its sole cost and expense, shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. Contractor agrees to maintain insurance coverage as follows: [Note: the minimum level of required insurance is subject to the level and type of service provided and determined by the District’s Risk Manager in consultation with legal counsel. These minimum levels are subject to increase at the District’s discretion]

i. Commercial General Liability Insurance: Coverage must be equivalent in scope or at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The District, its board of trustees, and their officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Sexual Abuse and Molestation Insurance. Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than $1,000,000 per wrongful act and $2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The District, its board of trustees, and their officials, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iii. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than $5,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

iv. Workers’ Compensation Insurance. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
Broader Coverage/Higher Limits Applies. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

Contractor’s Insurance to be Primary. For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the District, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required by this Agreement must provide or be endorsed to provide that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

Additional Insured Coverage Not Affected by Named Insured’s Duties after Accident or Loss. If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the District, its board of trustees, or their officials, employees, volunteers, or agents.

Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, and their officials, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, and their officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, and their officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the District’s Risk Manager or designee and shall protect the District, its board of trustees, and their officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the District, its board of trustees, and their officials, employees, volunteers, and agents.

Acceptability of Insurers. All insurance required herein is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers (“LASLI”) is maintained by the California Department of Insurance at http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/.

Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. The Contractor shall require that all subcontractors meet the requirements of this Section and the Indemnification Section above, unless otherwise agreed in writing by the District’s Risk Manager or designee.
xiv. **No Limitation on Liability.** Such insurance as required herein shall not be deemed to limit Contractor’s liability relating to performance under this Agreement. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. Contractor understands and agrees that, notwithstanding any insurance, Contractor’s obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Contractor, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Contractor, or the Contractor’s use, misuse, or neglect of the District’s premises.

xv. **Contractor’s Failure to Provide.** If Contractor fails to procure any coverage required by be maintained by Contractor hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, District may (but is not required to), after having given five (5) working days written notice to Contractor, procure such coverage and charge its cost to Contractor as a reduction in the contract amount payable to Contractor on the next payment date. Contractor shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by Contractor thereunder.

xvi. **Waivers and Modifications.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District’s Risk Manager or designee.

xvii. **Changes in Insurance Requirements.** Not more frequently than once annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Contractor shall amend the insurance coverage as required by District’s Risk Manager or designee.

xviii. If requested by the District, a copy of the policy’s claims reporting requirement, or any other policy documents, shall be provided to the District.

xix. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

SFUSD Purchasing Department  
135 Van Ness Street, Room 123  
San Francisco, CA 94102

---END APPENDIX C---
APPENDIX D

PERFORMANCE BOND

Verify that Section titles, headers and footers referenced in this Section are correct for this Project’s Specifications; Section titles may have changed.

($500,000)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board (“Board”) of the San Francisco Unified School District (“District”) and (“Principal”) have entered into an agreement for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following transportation services:

which Agreement dated , 20___, and all of the Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and the Board of the District in the penal sum of: Five Hundred Thousand Dollars

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<th>Price in Words</th>
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<td>Five Hundred Thousand Dollars</td>
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lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Services and to pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Services.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ___ day of ___ , 20___.

(Affix Corporate Seal)

Principal

By

Printed Name

Surety

By

Printed Name

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

---END APPENDIX D---