

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY
670 W. Avenue L-8, Lancaster CA 93534

May 19th , 2010

To: Interested Vendors

Re: INVITATION TO BID

Antelope Valley Schools Transportation Agency (Bid No. 2010-11)
SPAB Buses for Extra-Curricular and Field Trips (2010-2011 School Year)

To Whom It May Concern:

The Antelope Valley Schools Transportation Agency invites your company to submit a bid for Charter Bus Services for the 2010-2011 school year.

Please Note: Read the entire bid package thoroughly and complete/submit all required documents with your bid. Failure to provide all required documents may subject your bid to disqualification.

Bids must be received by the Antelope Valley Schools Transportation Agency's Accounting Department, before 11:00 a.m. on June 15th 2010, and bids will be publicly opened in the Agency's Board Room shortly thereafter.

Bid Packets are available in the Antelope Valley Schools Transportation Agency's Accounting office located at 670 W. Avenue L-8, Lancaster, CA 93534 and on its website at www.AVSTA.com

Should you have any questions with regard to this bid, please submit your request in writing and fax to my attention at (661) 949-9461.

Sincerely,

Sandra Vaughn
Operations Manager - Transit

ANTELOPE VALLEY SCHOOLS
TRANSPORTATION AGENCY
670 W. Avenue L-8, Lancaster CA 93534
(661) 945-3621 ext. 212 / (661) 949-9461 FAX

THIS BID PACKAGE IS FOR:

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-11

INDEX OF CONTRACT DOCUMENTS

for

CHARTER BUS SERVICES (EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-11

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ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

NOTICE TO BIDDERS

Notice is hereby given that the Antelope Valley Schools Transportation Agency will receive sealed bids for CHARTER BUS SERVICES (EXTRA CURRICULAR AND FIELD TRIPS) at 670 W. Avenue L-8, Lancaster, CA 93534, prior to the bid closing at 11:00 a.m., on June 15th 2010.

Bid Packets are available in the Antelope Valley Schools Transportation Agency's Accounting office located at 670 W. Avenue L-8, Lancaster, CA 93534 and on its website at www.AVSTA.com.

Bids will be opened in the Board Room of the Antelope Valley Schools Transportation Agency, located at 670 W. Avenue L-8, Lancaster, CA 93534, shortly after 11:00 a.m. on June 15th 2010.

The Antelope Valley Schools Transportation Agency reserves the right to reject any or all bids, to be the sole judge of suitability of proposals, and to waive any informality in bids received.

BOARD OF DIRECTORS
Antelope Valley Schools Transportation Agency

By: Maria Palmer, Board Clerk

PUBLICATION DATES: Antelope Valley Press and Los Angeles Daily News

May 22nd, 2010

May 29th, 2010

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

INFORMATION TO BIDDERS

WARNING: *READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT THIS IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN.*

"AVSTA" is used in these documents to mean the Antelope Valley Schools Transportation Agency.

"You" and "your" are used in this Information Sheet to mean the bidder.

A. PREPARATION OF BID FORMS.

1. Submit your sealed bids on the attached Bid Form at the time and place stated in the "Notice to Bidders."
2. Complete the Bid Form in full, with all bid items and statements properly filled out.
3. State numbers both in words and in figures where indicated. If there is a conflict between the words and the figures, the words will govern.
4. Prices, wording and notations must be in ink or typewritten.

B. FORM AND DELIVERY OF BIDS.

1. Use the Bid Form provided in this packet.
2. Enclose the completed Bid Form together with any and all additional materials as required by the Contract Documents in a sealed envelope. Make sure you review the Bid Specifications and Requirements for additional materials that must be submitted with your bid.
3. Write "BID NO. 2010-2011" on the outside of the envelope at the bottom.
4. Write your name on the outside of the envelope.
5. Address and personally deliver or mail the envelope to the following location before 11:00 a.m on June 15th 2010:

Antelope Valley Schools Transportation Agency
Attn: Accounting Department
670 W. Avenue L-8
Lancaster, CA 93534

6. It is your sole responsibility to ensure that your bid (whether personally delivered or mailed) is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids will be returned to you unopened. Sealed bids will be opened at or about the above-stated time in the AVSTA Board Room.
7. All bids must be submitted to AVSTA's Accounting Department. Please be advised that if a bid is received in a department other than the Accounting Department at 670 W. Avenue L-8., Lancaster, CA 93534, it is not the responsibility of that department to make sure that the bid is received in the Accounting Department before the bid opening time.

C. **MODIFICATIONS.**

Changes in or additions to the Bid Forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the Contract Documents may result in AVSTA's rejection of the bid as not being responsive to the invitation for bids.

D. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS.**

1. The bid must not contain any erasures, interlineations, or other corrections unless each erasure, interlineation or other correction is authenticated by the signature of the person or persons signing the bid.
2. All corrections of any such errors must be made prior to the bid opening.
3. If there is inconsistency between words and figures in the bid price, words shall control figures.
4. If AVSTA determines that any bid is unintelligible, inconsistent or ambiguous, AVSTA may reject such bid as not being responsive to the invitation for bids.
5. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

E. **WITHDRAWAL OF BIDS.**

You may withdraw your bid either personally or by written request and providing proper identification, at any time prior to the scheduled closing time for the receipt of bids.

F. **AGREEMENT AND FORMS.**

Carefully examine the Sample Agreement and the forms included in this Bid Packet. You will be required to execute the Agreement and furnish the forms within five (5) days after selection, if you are a successful bidder.

G. INTERPRETATION OF DOCUMENTS.

1. If you are in doubt as to the meaning of any part of the Bid Packet documents, or if you find discrepancies in, or omissions from the specifications, you may submit a written request for an interpretation or correction to AVSTA.
2. You are responsible for prompt delivery of the request to AVSTA.
3. Any interpretation or correction of the Bid Packet documents will be made only by addendum duly issued by AVSTA, and a copy of such addendum will be sent to each prospective bidder receiving a set of bid documents.
4. No person is authorized to make an oral interpretation of any provision in the Bid Packet documents, nor shall any oral communication be binding on AVSTA.
5. AVSTA reserves the right to amend the requirements of the invitation for bid prior to the date set for opening of bids. Such revisions will be made only by addendum duly issued by AVSTA to all bidders known to have received a copy of the Bid Packet. If in the judgment of AVSTA the change requires additional time for bidders to prepare their bids, AVSTA will change the date of the bid opening and notify all bidders in writing of the new date.
6. If there are any addendums issued, you are required to submit completed addendums along with the Bid Form, acknowledged with the bidder's signature.

H. SIGNATURE.

The Bid Form, the Non-Collusive Bid Certificate, the Agreement, the Contractor's Fingerprint Certification, and Certification regarding Workers' Compensation, must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid.

1. If the bidder is a corporation, list the legal name of the corporation first, and two signatures below: (1) one from among the chairman of the board, president, or vice president and, (2) one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Include the printed name and title of such signatories beneath the signature line and the corporate seal.

Example: XXX Construction, Inc.
 A California corporation

By: _____(signature)
 John Doe, President (or Chair or Vice President)

By: _____(signature)
 Jane Smith, Chief Financial Officer (or Secretary or
 Treasurer)

2. If the bidder is an LLC (limited liability company), insert the legal name of the LLC above the authorized signature. Include the printed name of the signatory and the title beneath the signature.

Example: XXX, LLC
 A California limited liability company

By: _____(signature)
 John Doe, Manager

3. If the bidder is a joint venture or partnership, as part of the bid it must submit certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who will be the agent of the joint venture or partnership, sign all necessary documents for the successful bidder, and act in all matters relative to the contract on behalf of the joint venture or partnership.

4. If the bidder is an individual, insert the individual's signature with the printed or typed name beneath the signature.

Example: _____(signature)
 John Doe_____(type or print name)

I. **AWARD OF CONTRACT.**

1. AVSTA reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding, and to accept or reject any item.
2. The contract may be awarded to multiple vendors.
3. AVSTA intends to award a contract determined to be in the best interests of AVSTA. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specifications.
4. AVSTA does not guarantee that all items shown on this bid will be awarded. AVSTA reserves the right to purchase additional quantities at the bid prices during the period that this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of AVSTA.

J. **RENEWAL OPTION.**

The term of this base contract is July 1, 2010 through June 30, 2011 with the possibility of four (4) one-year options to extend, not to exceed a total of five (5) years.

K. **BID VALIDITY.**

Bids will be valid and in force for sixty (60) days after bid opening.

L. PRICING.

1. State all prices for the unit items specified. All prices shall be stated in whole dollars (no cents or decimal points). Prices shall include all applicable taxes.
2. Bid on each item separately.
3. Award may be made on the basis of total price as well as other factors noted in this Information to Bidders.
4. During the period of delivery under a contract resulting from this bid, if the price of the items decreases, AVSTA shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to AVSTA exceed the prices under which the bid was awarded. AVSTA shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the bidder to any school district or any State, County, municipal or local government agency in Los Angeles County or other Counties for the materials/equipment listed in the bid.

M. NO BID.

Note on the Bid Form any item not included in the bid price as “No Bid.”

N. DEVIATION FROM SPECIFICATIONS.

State each deviation from the referenced brand(s) or from the specification in a letter, attached to the Bid Form. Submit complete illustrative and technical data on items bid on. Failure to do so may nullify your bid.

O. ALTERNATES.

If alternate bids are called for, the contract may be awarded at the election of AVSTA to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

P. COMPETENCY OF BIDDER.

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that AVSTA, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder’s performance of the work. To this end, each bid shall be supported by a statement of the bidder’s recent experience on the form entitled “Bidder’s Inquiry” included in this Bid Packet.

Q. BID COSTS.

AVSTA will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

R. PUBLIC INFORMATION.

All materials received by AVSTA in response to this "Invitation For Bids" are public records. If any part of your information submitted with your bid is proprietary or confidential, identify that part and state that it is proprietary or confidential. Any bidder information used to aid in bid selection must not be restricted from the public.

S. FORFEITURE FOR FAILURE TO EXECUTE AGREEMENT.

In the event a bidder to whom an award is made fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that he is a successful bidder, AVSTA may award the work to another bidder, or may call for new bids

T. NON-CONFORMANCE.

If an original successful bidder delivers an item which does not conform to the specifications or if deliveries are unduly delayed, AVSTA may, at its option, annul and set aside either the whole or part of the contract and enter into a new contract in accordance with the law, for replacing such non-conforming or delayed items. Any additional cost or expense incurred by reason of the original bidder's delivery of non-conforming items or delayed delivery, as above stated, shall be paid for by the original bidder.

U. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS.

Prior to submitting your bid and at your own expense, examine the Contract Documents; familiarize yourself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the bid, and determine the character, qualities and quantities of equipment specified. Submission of a bid shall be incontrovertible evidence that you (the bidder) have fully familiarized yourself with documents, laws, equipment and other items described in this provision.

V. STATUS OF BIDDER.

1. As the bidder, you are, and at all times shall be deemed to be an independent contractor and wholly responsible for the manner in which you perform the services required by the terms of the Agreement.
2. Nothing contained in these Bid Documents shall be construed as creating the relationship of employer and employee, or principal and agent, between AVSTA and you or any of your agents or employees.
3. Neither you nor your agents or employees shall be entitled to any rights or privileges of AVSTA employees nor shall you be considered in any manner to be AVSTA employees.

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID FORM
(RETURN WITH BID)

Antelope Valley Schools Transportation Agency
Accounting Department
670 W. Avenue L-8
Lancaster, CA 93534

The undersigned, doing business under the firm name of _____,
having carefully examined the Notice to Bidders, the Information to Bidders, the Bid
Specifications and Requirements, the Sample Agreement, and all of the contract documents for
the Bid No. 2010-2011 Charter Bus Services (Extra-Curricular and Field Trips), proposes to
perform the contract according to the terms specified in the applicable Schedules to this Bid
Form.

I hereby certify under penalty of perjury under the laws of the State of California that the
information submitted herein is true and correct.

SUBMITTED BY:

COMPANY NAME

SIGNATURE

PRINT NAME AND TITLE

DATE _____

ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID FORM – SCHEDULE "A" (SPAB)
(RETURN WITH BID)

The CONTRACTOR shall provide all labor, transportation, maintenance, fuel and other items as may be required to provide Charter Bus Services for extra-curricular and field trips according to the specific terms listed below.

Provide SPAB (with or without toilet, with or without wheelchair access):

# Contractor Buses Available	Bus Capacity	Base Rate: Minimum 5 Hours	Hourly Rate: Live Hours Over 5	Mileage Rate: In lieu of Base + hourly	Deadhead Mileage Rate	Live Mileage Rate
	10-14					
	21 or less					
	24 or less					
	28 or less					
	47 or less					
	58 or less					

Cancellation Policy

Period	Cancellation Fee
7 Days or More	
6 Days or Less	
48 Hours or Less	
24 Hours or Less	

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICE
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID FORM – SCHEDULE "B" (SPAB – ONE WAY TRANSFER RATE)
(RETURN WITH BID)

The CONTRACTOR shall provide all labor, transportation, maintenance, fuel and other items as may be required to provide Charter Bus Service for extra-curricular and field trips according to the specific terms listed below.

Provide SPAB (with or without toilet, with or without wheelchair access):

Bus Capacity	One-Way Transfer Rate
10-14	
21 or less	
24 or less	
28 or less	
47 or less	
58 or less	

Cancellation Policy:

Period	Cancellation Fee
7 Days or More	
6 Days or Less	
48 Hours or Less	
24 Hours or Less	

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICE
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID FORM – SCHEDULE "C" (SPAB – PROM BUSES)
(RETURN WITH BID)

The CONTRACTOR shall provide all labor, transportation, maintenance, fuel and other items as may be required to provide Charter Bus Service for Prom according to the specific terms listed below.

Provide SPAB – Prom Buses with or without wheelchair access:

Bus Capacity	Flat Rate Fee Per Bus (Based on 10 Hours of Service)
47 or less	
58 or less	

Cancellation Policy:

Period	Cancellation Fee
21 Days or Less	
14 Days or Less	
7 Days or Less	
48 Hours or Less	
24 Hours or Less	

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICE
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID FORM – SCHEDULE "D" (SPAB – GRAD NIGHT BUSES)
(RETURN WITH BID)

The CONTRACTOR shall provide all labor, transportation, maintenance, fuel and other items as may be required to provide Charter Bus Service for Grad Night according to the specific terms listed below.

Provide SPAB – Grad Night Buses with or without wheelchair access:

Bus Capacity	Flat Rate Fee Per Bus (Based on 12 Hours of Service)
47 or less	
58 or less	

Cancellation Policy:

Period	Cancellation Fee
21 Days or Less	
14 Days or Less	
7 Days or Less	
48 Hours or Less	
24 Hours or Less	

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

NOTICE INFORMATION REQUIRED OF BIDDER
(RETURN WITH BID)

All notices or other correspondence should be addressed to the person listed at the address stated below.

Name of Company: _____

Name of Person to receive Notices: _____

Street Address: _____

City and State: _____
(City) (State) (Zip Code)

Phone Number: (_____) _____

The names of all persons interested in the foregoing bid proposal who are principals of the bidding company are as follows:

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

NON-COLLUSIVE BID CERTIFICATE
(RETURN WITH BID)

By submission of this bid, the bidder certifies that: the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California, that the foregoing is true and correct.

(Signature of Officer)

(Typed name of Officer)

(Officer Title)

Date

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICE
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BIDDER INQUIRY
(RETURN WITH BID)

List of References

Please list three (3) current references, which include comparable work that has been performed as specified in Bid No. 2010-2011. The following information should contain persons or entities familiar with the bidder's work:

1. Name of Organization: _____

City: _____

Phone Number: _____

Contact Name: _____

2. Name of Organization: _____

City: _____

Phone Number: _____

Contact Name: _____

3. Name of Organization: _____

City: _____

Phone Number: _____

Contact Name: _____

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

CONTRACTOR'S FINGERPRINTING CERTIFICATION

(RETURN WITH BID)

_____ certifies the following:
[Name of Contractor]

Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to AVSTA pursuant to the contract dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

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

Date _____, 20__

[Name of Contractor]

By: _____
(signature)

Name: _____
(Type or Print Name)

Title: _____

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION
(RETURN WITH BID)

Labor Code Section 3700:

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

- A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself) by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer Workers' Compensation claims properly, and to pay Workers' Compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

Proper Name of Contractor

Date: _____

By: _____ (signature)

Print Name and title of signer

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

CHARTER BUS SERVICES
(EXTRA-CURRICULAR AND FIELD TRIPS)

BID NO. 2010-2011

BID SPECIFICATIONS & REQUIREMENTS

1. A successful bidder (hereinafter, "CONTRACTOR") shall furnish, operate and maintain California (certified) School Pupil Activity Buses (SPAB) for the transportation of students and other persons on extra-curricular or field trips as may be specified by AVSTA. Such transportation may be either within or outside of the boundaries of school districts served by AVSTA in the Antelope Valley, and on any day(s) or time(s) as designated by AVSTA, during the term of the Agreement.
2. "CONTRACTOR," as used in these Contract Documents, includes all officers and employees of CONTRACTOR plus any subcontractor, agent, person, firm, corporation or other entity rendering any services under the Agreement on behalf of the CONTRACTOR.
3. It is understood and agreed that the contract may be awarded to multiple vendors/contractors, and AVSTA reserves the right to enter into other contracts for the same services if it so desires.
4. The term of the Agreement with AVSTA will run from July 1, 2010 through June 30, 2011, with the possibility of four (4) one-year options to extend, not to exceed five (5) years.
5. Cost Increase in Renewal Years of Agreement. AVSTA may accept a rate increase for renewal years, in accordance with the following procedure:
 - a. CONTRACTOR shall submit a request for an annual inflationary rate adjustment to AVSTA, by May 31st prior to each renewal year of the Agreement. The rate adjustment will be measured on April 30th of each year in the Consumer Price Index for Transportation within the Los Angeles, Orange and San Bernardino Metropolitan areas. No further CPI increase will be allowed even if the CONTRACTOR believes the inflation is higher in the industry.
 - b. If agreed upon by AVSTA, the inflationary rate adjustment, shall be effective July 1st of the renewal year.
6. Definition of Bus Service Terms: Time and mileage charges for all bus service shall be calculated for "live time" or "live miles" (when pupils are on board).

Deadhead: CONTRACTOR's deadhead charges shall not exceed 75 miles one way. The CONTRACTOR's deadhead time and miles is that amount of time and miles required for travel between the following points:

<u>From</u> :	<u>To</u> :
CONTRACTOR's Parking Location.	Point of the first pick up.
Point of Last drop off.	CONTRACTOR's Parking Location.

CONTRACTOR pick-up and return points shall be designated by AVSTA.

7. Definitions of Bid Terms: For purposes of award, service and payment under the Agreement, the following definitions apply toward the various bid terms.

- a. Base Rate: Shall be a five (5) hour minimum (live time.)
- b. Hourly Rate: Shall be the additional rate per hour charged if the trip's live time exceeds five (5) hours (base rate.)
- c. Mileage Rate: Shall be the rate per mile (live miles) charged in lieu of the base or base plus hourly rates.

Charges to AVSTA by Contractor for a trip shall be whichever is greater:

- a. Base Rate (5 hour minimum), or
- b. Base Rate plus Hourly Rate (if over 5 hours), or
- c. Mileage Rate.

9. CONTRACTOR invoices shall be submitted in writing directly to AVSTA's Accounting Department, within fourteen (14) days after completion of each trip. The invoice shall contain the date(s) of the trip, the pick-up and return points, the capacity of the bus(es) used, the time of pick-up and return, and the AVSTA original trip number. Driver Name(s), Fleet Bus Number(s), and mileage to be provided to AVSTA upon request.

10. AVSTA shall reimburse CONTRACTOR for all tolls, parking and other fees (excluding fines) in conjunction with AVSTA extra-curricular or field trips, provided receipts are submitted by CONTRACTOR at the time of billing.

11. AVSTA shall not be charged over hours for any delays due to CONTRACTOR equipment mechanical failures or driver performance.

12. CONTRACTOR will be assessed a cancellation charge of two-hundred and fifty dollars (\$250.00) per bus when CONTRACTOR cancels within twenty (24) hours of scheduled pick-up time if requested seating capacity is not furnished. AVSTA will invoice CONTRACTOR for this cancellation charge.

13. CONTRACTOR may be assessed charges for service problems or failure to provide services as described: late arrival to pick-up in excess of ten (10) minutes, mechanical breakdown, dirty bus, equipment not provided as requested, failure to notify AVSTA of late or delayed trip, failure to provide any report as required, lost driver, improperly licensed or trained driver, driver error, failure of CONTRACTOR or driver to adhere to AVSTA policy or procedure, inability of CONTRACTOR to establish and maintain contact with driver, failure of CONTRACTOR to submit reports, invoices or other requested documents, use of any driver rejected by AVSTA, failure of CONTRACTOR or its drivers to attend any required meeting as requested, failure to submit vehicle or driver inspection as requested by AVSTA. Assessed charges will be one hundred dollars (\$100.00) per occurrence but not to exceed three hundred dollars (\$300.00).

14. AVSTA may require charter bus transportation services for extra-curricular and field trips at a time when all bidding contractors are unable to service the request. In such event, AVSTA shall have the right to contract with any non-bidding contractor on a per trip basis provided the non-bidding contractor meets all requirements of the bid specifications as determined by AVSTA.

15. In the event of mechanical breakdown or driver related problems, CONTRACTOR agrees to immediately remedy the situation by replacing such vehicle or driver upon AVSTA request. Failure to supply replacement vehicle(s) or driver(s) as requested by AVSTA may result in assessed charges by AVSTA. Upon a mechanical breakdown CONTRACTOR shall notify AVSTA within ten (10) minutes of the breakdown.

16. If, during the term of the Agreement with AVSTA any modification or installation of equipment is required, due to a change in the Federal, State, Statutory or Local Law and Regulations, any such modification and/or installation shall be made by CONTRACTOR as required. Costs of such modification or installation shall be borne by the CONTRACTOR.

17. CONTRACTOR may charge AVSTA a cancellation fee in accordance with the Contract Documents for buses cancelled by AVSTA. CONTRACTOR may not charge AVSTA a cancellation fee for Prom and Grad Night Buses that are cancelled by AVSTA twenty-two (22) or more days prior to the scheduled trip.

18. CONTRACTOR shall not be responsible for loss or damage to personal items carried by passengers, but shall have a liability not to exceed two hundred and fifty dollars (\$250.00) per person fee for loss of luggage stowed in baggage compartment of buses.

19. CONTRACTOR shall maintain comprehensive general liability insurance, including, Bodily Injury coverage of \$5,000,000.00 combined single limit or \$1,000,000.00 per person, \$5,000,000.00 per accident, and Property Damage, for \$5,000,000.00 per loss, naming AVSTA, its Board of Directors, officers, agents, and employees, additional insured. Certificates of such insurance shall be filed with AVSTA and shall remain active throughout the duration of the Agreement. CONTRACTOR shall also maintain insurance adequate to protect it from claims under Workers' Compensation laws.

20. CONTRACTOR shall immediately report to AVSTA all accidents involving the CONTRACTOR'S equipment or personnel while transporting AVSTA personnel and/or students. AVSTA shall investigate any and all accidents by the CONTRACTOR while performing any part of the Agreement (this does not relieve the CONTRACTOR of any reporting procedure as required by law). An AVSTA-approved accident report shall be immediately forwarded to AVSTA for any accident involving AVSTA personnel, students or any other persons.

21. All drivers while performing any trip for AVSTA shall possess and maintain a valid Commercial Driver License (CDL), Class A or B, (with a P-passenger endorsement), a valid California School Bus Driver with "S" endorsement, or SPAB certificate (of the appropriate class of vehicle), a valid Medical Certificate (DL-51), a valid First Aid certificate, a valid CPR card and shall adhere to any and all restrictions placed on such certificates and licenses as required by current applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health, wear CONTRACTOR provided identification, either ID badge or CONTRACTOR uniform, and be of the highest moral character. AVSTA has the right to reject any driver, vehicle, or CONTRACTOR personnel and shall notify the CONTRACTOR in writing if it does so reject. Upon request failure to produce any or all of the above mentioned credentials will result in immediate cancellation of CONTRACTOR services for that trip. CONTRACTOR will not be entitled to any charges incurred.

22. By submitting its bid, CONTRACTOR is certifying to AVSTA, under penalty of perjury under the laws of the State of California, that it will meet all applicable requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to, Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure of the Federal or State governments.

NOTE: CONTRACTOR must submit its most recent terminal inspection with its bid.

23. By submitting its bid, CONTRACTOR is certifying to AVSTA, under penalty of perjury under the laws of the State of California, that it has a current drug and alcohol policy as required by current Federal and State Law.

NOTE: CONTRACTOR must submit a copy of current drug and alcohol policy with its bid.

24. CONTRACTOR shall notify AVSTA of their current California Highway Patrol Motor Carrier Rating and shall notify AVSTA of any change in that rating within one (1) business day of that change.

25. Fingerprinting Requirements. Pursuant to California Education Code Section 45125.1, before any agents or employees of CONTRACTOR may have any contact with students, CONTRACTOR must have conducted criminal background checks of such agents/employees through the California Department of Justice. CONTRACTOR shall not permit any agent/employee to come in contact with school district students until the Department of Justice has ascertained that the agent/employee has not been convicted of a felony as defined in Education Code 45122.1.

CONTRACTOR shall certify under penalty of perjury, in a form provided by AVSTA, that it has complied with the requirements of Education Code 45125.1, and that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

All drivers transporting students for AVSTA must be SPAB certified.

CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

If requested by AVSTA, CONTRACTOR shall provide AVSTA with a written list of the names of its employees who may come in contact with students

26. CONTRACTOR grants to AVSTA the right to inspect all buses, terminals, all vehicle maintenance records, all driver records, all driver training records, and all accident reports that CONTRACTOR is required by law, rule, or regulation to maintain during normal business hours, provided that these inspections do not interfere with inspections or investigations being conducted by authorized public agencies.

27. CONTRACTOR shall, at times and locations specified by AVSTA, furnish vehicle drivers and attendants, administrative and support staff, special equipment as specified, facilities and other equipment and supplies as required to provide safe, reliable and efficient pupil transportation services to AVSTA.

28. Administration and Reporting. CONTRACTOR shall administer services in accordance with the provisions of the Agreement, shall maintain records and shall provide AVSTA and/or its designee with such reports as requested to enable AVSTA to monitor and evaluate the performance of services pursuant to the Agreement. Any other additional information necessary will be supplied to AVSTA upon request.

29. CONTRACTOR shall provide any additional follow-up information concerning an accident/incident as may be requested by AVSTA or its broker or designee.

30. CONTRACTOR and its staff shall cooperate and assist AVSTA and its staff in planning for the transportation needs of school district students, staff and others (as designated by AVSTA), for services provided under the Agreement.

31. While CONTRACTOR may be the primary contact for the school(s) and the community concerning the provision of services or quality, CONTRACTOR personnel shall also be available for contacts with AVSTA and/or its designee(s) as necessary for the safe and efficient provision of services and the resolution of problems.

32. Seat belts, infant seats, booster seats or other restraint devices, as applicable and as required by law, are required in all vehicles provided and maintained by CONTRACTOR, for any and all passengers as designated, required or requested, and CONTRACTOR's drivers shall be properly trained in attachments, devices or other requirements as required by statutory law or regulation.

33. CONTRACTOR vehicles shall be clean and maintained by the CONTRACTOR, and have a good exterior and interior appearance during the term of the Agreement.
34. CONTRACTOR's drivers shall be familiar with the service area and have a working timepiece or vehicle clock while driving an AVSTA trip.
35. CONTRACTOR's drivers and attendants shall be courteous and interact in a courteous and professional manner with students, school district personnel, and parents served by AVSTA, and AVSTA staff. CONTRACTOR recognizes that personnel who have contact with students must be of stable personality and high moral character for the safety and protection of the students. CONTRACTOR shall not allow any person to drive or attend a vehicle who is not in a condition of mental and emotional stability.
36. CONTRACTOR shall not allow any unauthorized passengers (e.g., family members, or friends) on board any buses provided to AVSTA pursuant to the Agreement. CONTRACTOR must obtain prior authorization from AVSTA before any non-driver employees or agents of CONTRACTOR, may be on board any bus provided to AVSTA pursuant to the Agreement.
37. CONTRACTOR shall participate in the Department of Motor Vehicle (DMV) pull notice program and adhere to AVSTA requirements, for all drivers assigned to perform services under the Agreement.
38. CONTRACTOR agrees to maintain a "smoke-free" environment, and will not permit the use of any tobacco containing element on or around school district property, AVSTA property, or CONTRACTOR's vehicles, while operating any AVSTA trip.
39. CONTRACTOR shall maintain personnel, as required, for effective management, supervision and operation of the transportation services provided to AVSTA under the Agreement. This shall include the availability of personnel to receive and place telephone calls, to monitor/dispatch the service during the hours of operating trips for AVSTA, and to respond to emergencies within a reasonable amount of time. In addition to such management and supervisory personnel as may be required to perform services, CONTRACTOR shall assure that one person shall be available during all operating hours for the purpose of monitoring service delivery and with the authority to act on behalf of the CONTRACTOR.
40. CONTRACTOR agrees to be available for monthly meetings at AVSTA to review CONTRACTOR performance.
41. If requested by AVSTA, CONTRACTOR shall provide AVSTA with a Fleet Roster of proposed vehicles, listing the make, model, seating capacity, year of manufacture, fleet ID, and identifying whether wheelchair accessible.
42. CONTRACTOR agrees to provide AVSTA with a written confirmation of the services booked within seventy-two (72) hours of the booking. This written confirmation should contain the estimated cost of the trip. Confirmations may be faxed to AVSTA at (661) 949-9461, Attention: "Field Trips" or e-mailed to AVSTA at fieldtrips@avsta.com.

43. CONTRACTOR shall not assign, transfer, or subcontract any portion of the services provided to AVSTA under the Agreement without prior written approval of AVSTA, except as expressly stated herein,. CONTRACTOR may not subcontract any of the services provided to AVSTA under the Agreement, unless CONTRACTOR notifies AVSTA in writing within forty-eight (48) hours of departure from the pick-up location for the trip.

44. CONTRACTOR must provided its drivers with accurate directions for every extra curricular and/or field trip serviced by CONTRACTOR.

45. All buses supplied by the CONTRACTOR shall be approved SPAB buses, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of AVSTA. Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

46. Should a breakdown occur on a multi bus move resulting in the trip being cancelled AVSTA shall not incur any charges, including cancellation fees. CONTRACTOR shall be responsible for any pre-paid fees being lost if the trip is cancelled.