



REQUEST FOR PROPOSAL

RFP# 06-30-2019 TRANSPORTATION FOR SPECIAL NEEDS STUDENTS

SUBMIT PROPOSALS TO:

Brian Hawkins
Assistant Superintendent Business Services
44811 N. Sierra Hwy.
Lancaster, CA 93534

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NOTICE INVITING PROPOSALS

Notice is hereby given that Antelope Valley Union High School District will be receiving sealed Proposals on:

Proposal No. 06-30-2019 Special Needs Student Transportation Service

Proposals must be sealed, visibly marked with Proposal number and title and submitted to the Business Services Department of the Antelope Valley Union High School District (AVUHSD), 44811 N. Sierra HWY, Lancaster, CA, 93534. Proposals must be received in the Business Services Department by **Wednesday July 10, 2019 @ 3:00 p.m.**

The successful vendor shall be required to enter into a written agreement, as provided herein by the AVUHSD. The successful vendor shall provide proof of insurance to AVUHSD of a comprehensive general liability, sexual molestation endorsement, automobile insurance, any excess liability insurance and workers comp insurance policy providing occurrence based coverage to be in effect during the term of the contract in the limits specified in the Proposal document. Proof of insurance shall be provided to the AVUHSD within ten (10) calendar days from the date of Notice of Award and annually thereafter, as appropriate.

Prospective vendor may obtain copies of the Proposal documents from Antelope Valley Union High School District, Business Services Department at, 44811 N. Sierra Hwy, Lancaster, CA 93534, (661) 948-7655, ext. 218.

Publication Dates: June 23, 2019 AND June 30, 2019

CONTACT AND SUBMISSION INFORMATION

Contact Information:

General Information

Brian Hawkins
 Assistant Superintendent Business Services
 44811 N. Sierra Hwy,
 Lancaster, CA 93534
 (661)948-7655, ext. 218
bhawkins@AVUHSD.org

Technical Questions

AVUHSD Student Services

Dr. Lisa Schutt
 Director Special Education
 548 W. Lancaster Blvd.
 Lancaster, CA 93534
 661-729-2321, ext. 126
lschutt@AVUHSD.org

Proposal Schedule:

6/23/19 and 6/30/19	Advertisement
7/02/19	Deadline to Submit Questions
7/10/19	Proposal Due
7/15 – 7/22/19	Review & Contract Award Notification

Additional Information:

Inquiries regarding this PROPOSAL shall be in written form only. Responses to questions will be provided to all known prospective respondents. The AVUHSD reserves the right to amend the PROPOSAL. Addenda to this PROPOSAL will be posted on the AVUHSD's website at: **XX**

It is the responsibility of prospective respondents to check the website for any possible addenda.

Preparation and Submission of Proposal

Please submit three (3) hard copies of the PROPOSAL. PROPOSALS shall be submitted in a sealed envelope and labeled **PROPOSAL #06-30-2019 SPECIAL EDUCATION TRANSPORTATION SERVICES** and addressed to:

Business Services
 Cyndie Thompson
 44811 N. Sierra Hwy
 Lancaster, CA 93534
cthompson@AVUHSD.org

All proposals must be delivered to the above office on or before **3:00 p.m. Wednesday July 10, 2019.**

INSTRUCTIONS FOR PROPOSAL

OVERVIEW

The Antelope Valley Union High School District Special Education Department is responsible for transporting students who reside in our service area and attend a Non-Public School (NPS). These schools are currently located throughout Los Angeles County. The number of student requiring transportation may vary throughout the school year. For the 2018-19 school year, the number of students requiring transportation was three. The transportation schedules will vary depending on the bell time of the individual schools. The bell times are generally between 8:00 a.m. and 3:15 p.m., Mondays through Fridays.

INFORMATIONAL & GENERAL CONDITIONS

- A. The Antelope Valley Union High School District (AVUHSD) proposes to award a contract for the period of **August 1, 2019 through June 30, 2020** (with an option to extend for four additional one-year terms at AVUHSD's sole discretion) for transporting students with special needs enrolled in schools within the boundaries of Los Angeles County.
- B. The Successful Vendor hereinafter referred to as Vendor or Contractor, as the case may be, will be expected to transport special education students whose attendance in school is the responsibility of the AVUHSD.
- C. The Successful Vendor may be required to furnish a letter of organization listing the firm members, officers of the corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the contractor's legal entity, the Contractor shall first notify the Business Services Manager in order that proper steps may be taken to have the change reflected on the contract.
- D. The Instructions to Vendors are expressly in addition to any instruction or Proposal condition stated elsewhere in the Proposal.
- E. It is not possible to give the exact number of pupils the successful Vendor is expected to transport. Based upon the 2018-19 transportation needs, the AVUHSD projects the following schedule for the 2019-20 school year:

Pickup Address	Destination Address	Days of Transport	Bell Times	Pickup Time	Drop Off Time	Restraint/safety vests needed?	Attendant Needed?	Can Student ride with others?	Ambula- tory or Wheel- chair?	Special Circum- stances/ Notes
Cambridge Ct & E Ave K8, 93535	Autism Academy of the Antelope Valley, 6742 E Ave H Lancaster 93535	M-F	9:00 – 3:00			No	No	Yes	Ambula- tory	
21 st St W & W Ave H8, 93536	New School/ Bridgeport 13130 Burbank Blvd, Sherman Oaks 91401	M-F	8:45-3:15			No	Yes	Yes	Ambula- tory	
Date & Ave J, 93534	New School/ Village Glen 13130 Burbank Blvd, Sherman Oaks 91401	M-F	8:45-3:15			No	Yes	Yes	Ambula- tory	

- F. Preparation of Proposal Documents. Three (3) copies of the entire Proposal response shall be submitted no later than **3:00 p.m., July 10, 2019** in the Business Services Department, and there will **not** be a formal opening for these proposals. Envelopes containing PROPOSALS must be sealed, prominently marked with the Proposal number (RPF# 06-30-2019), Proposal title and name of Vendor, and submitted to the Business Services Department of AVUHSD.
- G. 95131-2304. PROPOSALS must be received no later than the time and date designated. PROPOSALS received later than the designated time and date will not be accepted. Facsimile (FAX) or Email copies of the Proposal **will not** be accepted.

It is the sole responsibility of the Contractor to see that his/her Proposal is delivered to the Business Services Department on time. Any Proposal delivered to the Business Services Department after the time for submission will be returned to the Contractor unopened.

Each Proposal must show the full business address of the Vendor and must be signed by an authorized officer of the Vendor with his usual signature. Unsigned Proposals will not be accepted. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative followed by the signature and designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. When requested by the AVUHSD, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Proposals may be withdrawn by the Vendor prior to the time fixed for the due date and time of Proposals. A successful Vendor shall not be relieved of his Proposal unless by consent of the AVUHSD or Vendor's lawful recourse.

- H. Modifications. Changes in the Proposal Form, alternative Proposals or any modification of the Proposal documents may result in the rejection of the Proposal. No oral, telephonic or telegraphic modifications of any Proposal submitted will be considered.
- I. Erasures. The Proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is initialed in the margin immediately opposite the correction by the person and/or persons signing the Proposal.
- J. Examination of Proposal Documents. Vendors shall thoroughly examine and be familiar with the Proposal documents. The failure or omission of any Vendor to receive or examine any Proposal document, form, instrument, addendum or other documents, shall in no way relieve any Vendor from obligations with respect to the Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this Section.
- K. Questions. Questions should be submitted in writing to the attention of the AVUHSD Business Services Manager via email bhawkins@AVUHSD.org no later than **3:00 p.m., July 2, 2019**. Written questions will be answered to all registered Vendors without divulging the source of the query.
- L. Interpretation of Proposal Documents. If Vendor finds discrepancies in, or omissions from, the Proposal documents, he may submit a written request to the AVUHSD for clarification or correction thereof. Corrections will be made by addendum to this Proposal. Clarification will be written. No oral interpretation of the provision of the Proposal documents will be made to any Vendor.
- M. Multiple Awards. AVUHSD reserve the right to award the contract as a lot or on an individual basis to the lowest responsible contractor best meeting specification and RFP requirements, with past performance and other options set forth in the RFP document taken into consideration. AVUHSD shall take into account the performance of the contractor with respect to any recent contract(s) with AVUHSD and other school districts. Due to the nature of the mandated service requirements for special needs student transportation AVUHSD may award multiple contracts as a tier system and call on other than the lowest contractors for immediate service when services are not available from the tier one contractor and go down the tier system until needed service is available.
- N. Rejection of Proposal. AVUHSD, however, reserve the right to reject any one or all proposals, to waive any informalities in the RFP or in the bidding, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE RFP.

- O. Notice of Award. Upon notice of award, the successful Vendor shall be required to enter into an agreement with the AVUHSD using AVUHSD's Professional Service Agreement (Attached with this RFP) and will submit proper evidence of insurance coverage as called for in the Proposal. In the event this is not accomplished within ten (10) calendar days of the notice of award, the AVUHSD reserves the right to award the contract to another Vendor.
- Contractors who have access to students are required to submit a driver list and the following for each person. Once we have all on file, the individual may contact us to schedule a Live Scan fingerprint appointment (cost \$74).
 1. TB Risk Assessment (Proof of TB clearance from within the past 60 days): https://intranet.AVUHSD.org/rsc/forms/contracts/TB_Risk_Assessment.pdf
 2. Mandated Reporter Training: <http://educators.mandatedreporterca.com/>
 3. Provide copy of current License/Credentials/Permit if required by the position
- P. Contractors Interested in More than One Proposal. No person, firm or corporation shall be allowed to submit more than one response to this Proposal.
- Q. Evidence of Responsibility. Contractor's response to questions included in the Vendor questionnaire will be used to evaluate each Vendor's capability to provide proper and satisfactory transportation services as required pursuant to this Proposal. Upon the request of the AVUHSD, a Vendor whose Proposal is under consideration for award of a contract, may be required to submit additional information to support a minimum of three (3) years of experience in providing home-to-school transportation for special education students.
- R. Subcontracts with other Contractors. Vendors may not subcontract with other transportation firms to provide any services of this Proposal.
- S. Contractor's Response to Vendor Questionnaire. Each Contractor shall submit three (3) Copies of the Vendor Questionnaire, with all questions answered, with the Proposal response. This Vendor questionnaire response will be used by the AVUHSD during the evaluation and selection process. User organizations cited as references may be contacted by the AVUHSD to determine if the level of service provided to that organization is (or was) satisfactory or unsatisfactory. The AVUHSD may also contact other organizations cited, such as banks and suppliers, to verify that the Vendor's response is accurate. Vendors are hereby advised that the AVUHSD maintains the sole and exclusive right to determine whether the Vendor is capable of providing the service required.

MISCELLANEOUS PROVISIONS

- A. Rejection of any or all Proposals, to contract work with whomever and in whatever manner, to abandon work entirely, or waive any informality in the Proposal is reserved as the right of the AVUHSD. Before the contract is awarded, the AVUHSD may, in its sole discretion, require from any Vendor, further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed work and may consider such evidence before making its decision on the award of any contract.
- B. Section 39802 of the California Education Code allows the governing board to "let the contract for the service to other than the lowest Vendor." Although it is the AVUHSD's intent to award to the responsive and responsible Vendor submitting the lowest price, information gained from evaluating the Vendor Questionnaire, as well as site evaluations of one or more facilities where the Vendor currently provides transportation services by contract, to special education pupils and/or any other issues deemed relevant to the Proposal will be used by the AVUHSD in formulating its recommendations. The award, if made, will be made within thirty (30) days after the opening of the Proposals.
- C. The numbers of passengers shown herein are an estimate for the contract period and is for information only. The needs of the AVUHSD may be substantially more or less than such quantities specified in the terms of the contract.
- D. The successful Vendor shall be required to show the AVUHSD his/her ability to perform on this contract. The successful Vendor shall have had a minimum of two (2) consecutive years of experience transporting the types of passengers described in this Proposal in a school AVUHSD of similar magnitude and complexity. The Vendors' ability to perform will be shown by its evidence of successfully performing the minimum of two (2) school years as required. Reference Vendors Questionnaire.
- E. Non-Discrimination: It is the AVUHSD's policy that in connection with all work performed under contracts that there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Contractor agrees to comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (beginning with Government Code Section 12900); Labor Code Section 1735; and AVUHSD policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s), if any. The Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- F. Drug-Free & Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AVUHSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on the AVUHSD's property.

- G. Taxes shall be included in the Proposal prices. The AVUHSD will pay only the state sales and use taxes. Federal excise taxes are not applicable to the AVUHSD.
- H. Riding Aide / Assistant: The AVUHSD had the sole authority and right to place an aide/assistant with the student when deemed necessary on a contractor's vehicle.
- I. Definition of terms and methods of computation for Proposal form:

1. Base Rate. This term means Rate per pupil per day for all route trips for the 2019-20 school year as listed in Section 1: Informational, Item #E
2. Trips in Addition to Regular Schedule. These terms define trips requested by the AVUHSD in addition to the regular schedule covered by the BASE RATE.

Time computation for trips under this heading are computed from point of first pickup to point of last drop off. Dead time to and from Contractor's yard is not included.

For any trip under this heading which is scheduled after the vehicle has completed all or a portion of its BASE RATE schedule and has returned to the Contractor's yard and which requires the vehicle to return to the Contractor's yard after the special trip before completing the balance of the BASE RATE schedule, a minimum call out charge may be established by the Contractor (See Example #1). This would also apply to evening, holiday, weekend or any other non-school day where service is requested in writing by the AVUHSD.

For any trip under this heading where the vehicle is not requested to return to the Contractor's yard, either before or after the trip, the minimum call out charge is not applicable (See Example#2).

EXAMPLE #1 - Vehicle completes regular BASE RATE morning trips and returns to Contractor's yard. Vehicle then leaves Contractor's yard and performs a special trip for the AVUHSD and returns to the Contractor's yard before leaving for the regular afternoon BASE RATE trips. In this instance, the Contractor is entitled to a minimum call-out charge, if applicable under Contractor Proposal.

EXAMPLE #2 - Vehicle completes regular BASE RATE morning trips. Vehicle then departs from special trip point of origin without first returning to the Contractor's yard before leaving for regular BASE RATE afternoon trips. In this instance, Contractor is not entitled to a minimum call out charge, but can charge AVUHSD for additional hours and miles actually used at rates stated in the Proposal Form

J. Prior to Award:

- a. AVUHSD will require submittal of certification, documents and assurances from Vendor which will include but are not limited to the following:

- Vendor must be prepared to show evidence that he owns or has guaranteed delivery of equipment required under the Contract.
- Vendor must have submitted all documentation specified to be furnished, provided all requested information and demonstrated a willingness and ability to perform the work specified.

K. In Making the Award:

Award will be made to the Vendor offering the most advantageous proposal after consideration of all evaluation criteria. The AVUHSD will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the evaluation criteria. The AVUHSD shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the AVUHSD after all factors have been evaluated. The AVUHSD may take into consideration, but is not limited to, the following:

- a. Vendor's Price Offer
- b. Vendors experience, financial responsibility and capability.
- c. Vendor's safety record and driver training program.
- d. Vendor agrees to furnish vehicles as specified herein in the performance of this contract.
- e. Assurance the Vendor can be in effective operation by date of Contract service requirement.
- f. Adherence to all Board policies regarding non-discriminatory employment policies.
- g. Responses to the Vendor's questionnaire.
- h. Meets the following AVUHSD's Insurance requirements:
 - Commercial General Liability: \$1,000,000 / incident.
 - Sexual Abuse or Molestation Endorsement: \$1,000,000 / incident
 - Auto Liability: \$5,000,000 / Accident for bodily injury and property damage
 - Worker's Compensation: Statutory Limits, and Employers' Liability with limits of no less than \$1,000,000 / Accident for bodily injury or disease
 - Other Insurance Provisions: Additional Insured and Primary Insurance

L. VENDORS ARE REQUIRED TO COMPLETE ALL PROPOSAL ITEMS. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.

M. A VENDOR QUESTIONNAIRE is required with Proposal. Failure to complete and submit said questionnaire may be considered as a basis for rejection of the Proposal.

N. The form of contract which the successful Vendor will be required to execute is part of this Proposal document, as the Professional Service Agreement.

LIST OF REQUIRED SUBMITTALS

Proposal # 06-30-2019 Transportation for Students with Special Needs

NOTE: The following items must be filled in completely with appropriate signatures and submitted with your Proposal. Failure to submit any of the required materials will be non-responsive to the Proposal requirements and may be grounds for disqualification.

- | | | |
|----|---|-------|
| 1. | Proposal Form | _____ |
| 2. | Vendor Questionnaire | _____ |
| 3. | Background Information | _____ |
| 4. | Non-collusion Declaration | _____ |
| 5. | Workers Compensation | _____ |
| 6. | Drug-Free Workplace Certification | _____ |
| 7. | AVUHSD's Student Contact Professional Service Agreement | _____ |

SPECIFICATIONS

I. Scope of Work

Contractor shall provide transportation services for students living in the AVUHSD service area homes within the Los Angeles County to and from the Non-public schools as identified in their respective IEPs.

Services shall include, but not be limited to, providing and maintaining the necessary vehicles as appropriate; transporting students to and from the various non-public schools; providing qualified drivers, mechanics, and all other support personnel required to maintain the vehicles; and providing reports and other information, as required by the County.

The Contractor shall provide the following service activities, as appropriate, based on the individual needs of the students:

1. Fixed route and/or demand response service
2. Door-to-door service
3. Passenger assistance services
4. Establishment and maintenance of appropriate vehicle routes and pick-up procedures

Such transportation is to be furnished by means of vehicles herein specified and at such times and places as shall be specified by the AVUHSD. The AVUHSD reserves the right to change school hours, adjust starting and dismissal times, increase or decrease the number and type of vehicles required.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Vendors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers Alternative Student Transportation, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

II. Transportation Service Requirements

A. During the contract period, the AVUHSD requirements for student transportation services is estimated to be as follows:

1. School Calendar Year. Schools may operate year-round and their days may overlap. The overlap is included with the equipment requirements and equipment estimates.
2. Routing and scheduling information will be provided no later than August 1st each year. This includes traditional school, summer school, year-round school, etc. ***Routes and schedules can only be altered by written approval of the AVUHSD.***

- a. AVUHSD will:
 - (1) Provide a list of students requiring transportation services
 - (2) Provide school schedules
 - (3) Provide special instructions for students requiring special handling, treatment and/or medication.
- b. The Contractor will:
 - (1) Report to AVUHSD with current information on changes in highway and road conditions.
 - (2) The driver assigned to the route shall dry run each route and shall schedule a dry run at least five days before start of school each year. The contractor shall report to the AVUHSD Assistant Director the dry run results and any problems which may appear; once all potential route issues are resolved the driver will present parent/guardian with a completed Route Notice of pickup/delivery.
 - (3) If the Contractor determines a need to adjust an established route (other than in the course of usual daily changes instituted by the AVUHSD) in any way that would directly change the time, place or manner or pickup of any passenger, the Contractor must immediately notify the AVUHSD verbally and follow-up in writing within 24 hours.
- c. Students may arrive at their assigned schools no earlier than 15 minutes prior to the start of school, however, will not arrive less than 5 minutes prior to the start of the school day. Students shall be picked up no later than 10 minutes after the end of the school day.
- d. When a pupil is added to the transportation list, the Contractor shall transport said pupil no later than the second school day following said notice.
- e. The AVUHSD shall notify the Contractor of the effective date a pupil is deleted from the authorized transportation list before 3:00 p.m. on the school day prior to the deletion date.
- f. Where students are required to be helped in and out of the vehicle, a driver is to be provided by the Contractor who can physically and willingly assist such students.
- g. The AVUHSD reserves the right to adjust the hours of pickup and delivery of passengers. Upon such request the Contractor shall implement the change not later than the second day after being notified of the change.

III. AVUHSD/Contractor Cooperation

- A. AVUHSD's Contract Administrator with the Director of Student Services and the Contractor's General Manager will establish the following written guidelines for contacts and cooperation:
1. Establish a directory of personnel in each organization to contact for every type of communication.
 2. Establish procedures for all communication to be confirmed in writing by both parties.
 3. Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise, to settle them as quickly and as close to the source of the problem, as possible.
 4. The parties shall reach agreement regarding items 1-4 above no later than thirty (30) Days prior to July 1. If no written agreement is reached by the parties within this time frame, the AVUHSD may unilaterally develop written procedures to cover items 1-4 above. Said procedures shall be binding on Contractor.
- B. The Contractor shall cooperate with the AVUHSD in maintaining a good public relations program with the community.
- C. The Contractor shall carry AVUHSD furnished Pupil Identification/Emergency Cards on vehicles at all times.

IV. Equipment Requirements

- A. Contractor shall, at its sole expense, and during the entire term of the contract, keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the same were intended and in compliance with all laws and regulations applicable, thereto, and in order to insure the same, the Contractor will make the vehicles available in the Contractor's garage, for inspection by the AVUHSD for a minimum of four inspections annually. The AVUHSD may inspect vehicles at any time to insure that all vehicles are maintained in a clean, sanitary and safe condition. These inspections may be conducted at a specific school during a regular run. Date and times of inspections will not be posted in advance.
- B. New vehicle equipment is preferred; however, vehicles may be acceptable which, at the time the contract is awarded meet or exceed all established safety standards for pupil transportation.
- C. Any equipment required by law or by a change in any applicable law or regulation shall be made by the Contractor at the Contractor's sole expense.

- D. All drivers of a vehicle operated by Contractor shall carry a functioning cell phone. Vehicles may also be equipped with an immediate means of communication to the Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission.
- E. Contractor shall keep stand-by equipment available and equal to 10% of vehicles regular service to assure that uninterrupted service can be provided in the event of mechanical breakdowns. Stand-by vehicles shall meet the same type equipment and capacity requirements as vehicles assigned to regular routes.
- F. The Contractor shall assign an "Identification Number" to each vehicle. Contractor shall not use any markings or lettering which identifies such vehicle or equipment with, or as operated by, the AVUHSD. Route identification signs are not included in this prohibition.
- G. All vehicles shall have optional components including, but not limited to, heating and air conditioning to transport passengers comfortably at all times, automatic transmission, power steering, power brakes, heavy duty electrical components, gasoline, diesel or compressed natural gas engines, propane powered buses will be allowed only on C-2 buses (prior approval by the AVUHSD required for any other alternative fuel), sound and insulation packages, white roof and tinted glass as dark as allowed by California law. However, rear air conditioning units are not required. The successful Contractor shall provide safety vests and restraining devices as required per the student's IEP.
- H. Vendor shall list in "Vendor Questionnaire", item 11, vehicles to be provided in each Proposal section indicating: (1) make of chassis, (2) make of body, (3) model, (4) type, (5) capacity, (6) GVW, (7) year of manufacture, and optional equipment provided on both chassis and body.

V. Driver's Qualifications

- A. The Contractor shall employ qualified drivers trained and licensed in accordance with the laws of the State of California and any other applicable state and federal rules, regulations and guidelines and amendments or supplanting enactments, thereto.
 - Contractors, who have access to students, are required to submit a driver list and the following for each person. Once we have all on file, the individual may contact us to schedule a Live Scan fingerprint appointment (cost \$74).
 1. [TB Risk Assessment](https://intranet.AVUHSD.org/rsc/forms/contracts/TB_Risk_Assessment.pdf) (Proof of TB clearance from within the past 60 days): https://intranet.AVUHSD.org/rsc/forms/contracts/TB_Risk_Assessment.pdf
 2. [Mandated Reporter Training](http://educators.mandatedreporter.ca.com/): <http://educators.mandatedreporter.ca.com/>
 3. Provide copy of current License/Credentials/Permit as required by the position

B. The Drivers:

1. All drivers shall be well groomed. Contractor shall provide all regular drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which driver shall wear at all times while on duty.

2. All drivers shall be trained and certified in CPR. Additionally, when pupils are identified as having specialized medical problems, AVUHSD will notify the Contractor that an assigned route driver may require additional training to accommodate the particular student's condition.
3. All drivers and relief drivers may be required to participate in an AVUHSD approved safety program provided by the contractor. AVUHSD shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating the transportation program.
4. The responsibility for hiring and discharging Contractor personnel, employed to carry out the contract, shall rest entirely upon the Contractor, and such personnel shall be employees of the contractor and shall have no status or right with regard to the AVUHSD. The Contractor agrees that it shall not enter into any agreement or arrangement with any employee, person, group or organization which will, in any way, interfere with the contractor's ability to comply to the full extent of the contract with AVUHSD and the requirements contained herein. The Contractor further agrees that AVUHSD shall have the right to require the removal of any driver from AVUHSD assignment who, in the opinion of AVUHSD, is not qualified to safely operate a vehicle in accordance with AVUHSD's standards and goals; however, AVUHSD's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on AVUHSD's part. Except as stated above, the assignment and discipline of employees, and all other matters incidental to the performance of services pursuant to the contract and the control of personnel so employed shall remain with the Contractor.

VI. Safety Program

- A. Contractor shall observe all Laws of the State of California governing the safe operation of equipment specified herein and training of personnel as it relates to the safety of students transported for AVUHSD.

VII. Unscheduled School Closing

- A. AVUHSD shall not be obligated to accept or pay for any services of the Contractor on those days when the Non-Public are closed to insure the health or safety of the pupils. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Non-Public School.
- B. Contractor shall agree, considering safety of operations, to operate during inclement weather conditions and will provide for appropriate equipment and trained personnel and will implement alternate vehicle routes, as necessary, and approved by the AVUHSD under such inclement conditions.

Pupil Discipline

- C. The Contractor shall be responsible to the AVUHSD for the maintenance of proper pupil discipline as an inherent factor to the safety of all persons aboard a vehicle. The driver is

to be primarily a reporting agent only and is not to perform acts of discipline. The following guidelines (among others) shall govern drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable pupil discipline.

1. The drivers shall be responsible for maintaining orderly conduct to students while in the vehicle or while being escorted across any street, highway or road.
2. Contractor will provide Student Incident Reports.
3. Pupil behavior problems which develop while transporting students will be reported through issuance of a Student Incident Report, to the Special Education Assistant Director for review and possible disciplinary action.
4. The AVUHSD will contact the NPS to determine the necessary supports/actions needed.
5. If behavior problems persist, the AVUHSD may temporarily or permanently remove student from the vehicle and secure alternative transportation.
6. The driver is not authorized to remove pupils from the vehicle.
7. The AVUHSD is responsible to inform students and parents of the state regulations which relate to vehicle safety and behavior.

VIII. Service Adjustments- Number of Vehicles

- A. The AVUHSD reserves the right during the contract period, to order the services of MORE or FEWER vehicles, each with a driver, than the estimated numbers recorded herein and to revise the number of students assigned each vehicle and the schools to be served as conditions require.
- B. When additional vehicles are requested, the Contractor shall make every effort to secure that number of additions within a ten (10) calendar day period.

IX. Minimum Staffing by Contract

- A. To insure AVUHSD responsible service for transportation activities, the Contractor shall provide a complete and effective management and supervisory compliment consisting of the following minimum Table of Organization.
 1. General Manager- To deal directly with AVUHSD Transportation office on all matters concerning the implementation and operation of the contract.
 2. Dispatcher(s) - In sufficient numbers for dispatching and controlling routes and schedule implementation as instructed by AVUHSD.
 3. Whenever a driver is on duty, there must be a Contractor available to assist with emergencies or transportation issues.

X. Contractor Records and Reports

- A. Contractor shall provide to AVUHSD within five (5) working days of the request during the term of the Contract all pertinent books, records, reports and documents requested by

AVUHSD, including but not limited to the following:

1. Weekly report on all late or missed trips with cause of problem and corrective action taken.
2. Notification of hazards, problems or obstacles observed by Contractor personnel along routes and schedules provided by AVUHSD.
3. Accurate trip records showing number of students carried, time of trip and miles traveled.
4. Copies of all, if any, California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor vehicles.
5. Monthly report of vehicles receiving preventative maintenance services.
6. Monthly report of vehicles receiving major repairs.
7. Copies of all accident reports shall be given by the Contractor to AVUHSD within twenty-four (24) hours of an accident. However, in the event of any accident, injury or death, the Contractor will immediately notify the Student Services Assistant Superintendent and Director.

- B. In addition, AVUHSD may carry out such monitoring, evaluation and auditing of the aforesaid records of the contract as AVUHSD may deem necessary after written notice of the Contractor.

XI. AVUHSD Information to Contractor

- A. No student shall be delivered to his/her authorized destination unless such delivery is made into the care and responsibility of an adult person known by the driver. If such "responsible person" is not present at the delivery location within a reasonable time, the student is to be delivered to AVUHSD Special Education Department.
- B. The Contractor shall notify the Group Home or parent(s) and the appropriate school when:
1. Vehicle is involved in an accident.
 2. Delivery of student will be late in excess of fifteen (15) minutes according to route/schedule.



Proposal # 6-30-2019 – Special Needs Student

Transportation PROPOSAL FORM (1 of 2)

In accordance with all parts and provisions of this Proposal, the undersigned proposes to perform all work specified for furnishing pupil transportation services for special education programs for the prices Proposal. Each service proposed is to be priced separately with all ineligible items identified.

A. BASE RATE (AMBULATORY) PER PUPIL PER DAY FOR THE 2019-20 SCHOOL YEAR.
_____ DOLLARS

\$ _____

B. BASE RATE (WHEELCHAIR) PER PUPIL PER DAY FOR THE 2019-20 SCHOOL YEAR.
_____ DOLLARS

\$ _____

ESCALATION RATES (If Extended)

Year Two and Three	Rate Increase/Decrease	Reason for Increase/Decrease
2020-2021	_____ %	_____
2021-2022	_____ %	_____
2022-2023	_____ %	_____
2023-2024	_____ %	_____

SPECIAL TRIPS & FIELD TRIPS (Minimum Call-out Charge)

Hour	Rate	Rate for Additional Hour	Rate Per Mile

OTHER CHARGES

(Charges per each attendant if requested by AVUHSD for certain selected routes)

\$ _____ Per Hour

PROPOSAL FORM-CONT. (2 of 2)

I acknowledge that I have read the Proposal and its specifications entirely, completed the "Vendor Questionnaire" and have so attached herewith my Proposal. The terms of the Contract shall be for the period August 1, 2019 through June 30, 2020 with option to renew for additional four one- year terms at AVUHSD's sole discretion.

Receipt of the following addenda to the Proposal is acknowledged:

Addendum No.1 Date:_____ Addendum No. 2 Date:_____ Addendum No. 3 Date:_____

From:_____

Name of Firm

Name of Proposer

Mailing Address

City, State & Zip

Title & Signature

E-mail

Phone Number

UNSIGNED PROPOSAL FORM WILL NOT BE ACCEPTED

ATTACHMENT A**VENDOR QUESTIONNAIRE**

For Proposal No. 06-30-2019
Special Needs Student Transportation

To The Vendor:

The following questionnaire is a part of the Proposal. The information provided herein will be used for evaluating the qualifications of the Vendor and their organization to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the Proposal. Any errors, omissions or misrepresentation of information may be grounds for the cancellation of any subsequent agreement executed as a result of the Proposal or Proposals included.

1. Firm Name _____

2. Address _____

3. Telephone Number _____

4. Corporation ☐Yes ☐No

a. If corporation, list officers and positions and state in which incorporated.

_____ was incorporated in the state of _____

- b. If Vendor Corporation is a subsidiary, give name and address of Parent Corporation.

5. Partnership ☐ Yes ☐ No

- a. List partners' names and residence addresses

- 1) General partners

- b. Individual proprietorship ☐ Yes ☐ No

6. Is your firm currently engaged in transportation of special needs passengers? ☐ Yes ☐ No

7. Specifically, in what area or city:

8. Is this operation full time, regularly scheduled, or part-time? (Describe briefly)

9. Provide copy of any transportation permit (City or State) under which you operate.

10. Do you now have contracts, or have you ever contracted, to provide services to AVUHSD or other School Districts in the State of California, or any other state?
☐ Yes ☐ No

- a. If "YES" state the number of years you have been engaged in such public school pupil transportation services. _____(years)

- b. List names and locations of AVUHSDs and number of vehicles involved. Also give dates of contract period. (If you are now engaged in such contract service, list prior contracts at your discretion.)

11. List motor vehicles owned by you, giving make of chassis, make of body, type, model, capacity, GVW, and year manufactured. List only those that would be used to perform per this Proposal. Attach additional sheets as necessary.

<u>Vehicle#</u>	<u>Chassis</u>	<u>Body</u>	<u>Capacity</u>	<u>GVW</u>	<u>Year</u>
-----------------	----------------	-------------	-----------------	------------	-------------

12. Does your firm engage in business other than transportation? ☐Yes ☐No
 a. If yes, explain

13. Give names and titles of the person or persons responsible for the over-all management of the business. The following are those responsible for the over-all management of operations in Los Angeles County, which would serve the AVUHSD:

14. Give the name or names of any and all persons employed in an advisory capacity and brief resume of their experience.

15. State which of these persons mentioned in (14) above are: (1) full-time employees. If part-time, indicate the percentage of their time it is intended they will devote to the business.

14. Number of drivers now in your regular employ:

Los Angeles County = _____
 State of California = _____

- a. What procedure do you have to secure back ground on Driver applications?

- b. Do you use any personal interview procedures? ☐Yes ☐No
 Describe procedures briefly:

- c. Do you make a reference check on driver applicants? ☐Yes ☐No
 Describe procedures briefly:

- d. Do you use any personnel qualification and driver test procedures?
☐Yes ☐No

Describe procedures briefly:

17. Give names and titles of persons responsible for your driver personnel program.

18. Do you have a driver training program in your present operation? ☐Yes ☐No

- a. Give names and titles of persons assigned to this program and their experience.

- b. How often are safety meetings held? _____

19. If you are the successful Vendor, do you plan to regularly drive one of the vehicles yourself? ☐ Yes ☐ No

20. Give the address of, and describe briefly, your garage, maintenance and service facilities which you propose to use in the event you should be successful Vendor.

- a. Give the name, title and experience of the person who will be responsible for this activity.
- b. Do you have a formal, scheduled Preventative Maintenance Program for your vehicle fleet? ☐Yes ☐No

(List and describe essential features of this program)

- c. Do you require regular written reports from your drivers on conditions of vehicle?
☐Yes ☐No

Describe briefly:

- d. Do you maintain records of, and evaluate, road failures? ☐Yes ☐No
 - e. What qualification and experience requirements do you have for your mechanical personnel?
21. Do you have an established, continuing Safety Program? ☐Yes ☐No
- a. Give the name, title and experience of the persons charged with the responsibility of this program.
 - b. Outline the essential features of your Safety Program. (Add any comments as required to amplify.)
 - c. Describe any established safety organization activities in which your organization or its key personnel participates.
21. If your Proposal is considered for award, and if requested by the AVUHSD, will you supply the following data? ☐Yes ☐No
- a. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.

Company Name & Address	Contact Phone Number

- b. Where have you engaged in the transportation business, or any other type of business.

LOCATION	NAME OF BUSINESS	YEARS IN BUSINESS

22. Provide the following information relative to your firms' accident history for the latest consecutive three year period that you transported special education pupils.

ACCIDENT DATA

	2016-17	2017-18	2018-19
Pupil Passengers Injured:			
Severe			
Moderate			
Complaint of Pain			
Pupil Pedestrians Injured			
Other Injuries			
Property Damage			
TOTAL VEHICLES			

ATTACHMENT B**Background Information**

Company Name	
Headquarters Address	

Contact Person (for questions regarding this proposal)	
Title	
Office Location	
Telephone Number	
Email Address	

Project Manager	
Office Location	
Telephone Number	
Email Address	

1. How many years has the company been in business?
2. Is the company private or publicly traded?
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor's federal taxpayer identification number;
4. A description of the Contractor's organizational structure, any anticipated changes to the Contractor's business and/or marketing strategies, whether public or non-public, that may impact the Contractor's ability to provide services in connection with the any or all phases of the Project;
5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school AVUHSDs or community college AVUHSDs in Santa Clara County;
6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;
7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals;
8. A list and summary of any and all judicial or administrative proceedings involving the Contractor's sourcing activities and anti-trust actions to which the Contractor and/or its parent or affiliate companies have been a party with the last five years.

ATTACHMENT C
NONCOLLUSION DECLARATION

To Be Executed by Vendor and Submitted with Proposal

The undersigned declares:

I am the _____ (title or Officer) of the party making the foregoing Proposal. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham Proposal, or to refrain from Proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Vendor. All statements contained in the Proposal are true. The Vendor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __[date], at _____[city], _____[state].

Signature of Officer

Typed Name of Officer

Company



ATTACHMENT D

CONTRACTOR'S CERTIFICATE

REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in 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."

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.

Signature: _____

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

ATTACHMENT E DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to a Proposal by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to proposal by the terms of that statement.

I also understand that if the COUNTY determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

ATTACHMENT F

The following is AVUHSD's Professional Services Agreement (PSA) that you are expected to sign after award of this RFP and the general conditions listed in the agreement apply to this proposal.

Following are the required documents in this PSA that you must sign and send back with your RFP response:

- **NOTICE TO PARTIES**
- **W9 FORM**

**PROFESSIONAL SERVICES AGREEMENT FOR SERVICES
INVOLVING CONTACT WITH OR ACCESS TO STUDENTS
STATEMENT OF THE PARTIES**

This AGREEMENT is made between The Antelope Valley Union High School District, a California public agency hereinafter called "AVUHSD" and _____ [insert CONTRACTOR name], hereinafter called "CONTRACTOR," to furnish certain services described in Appendix A, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated in this Agreement. AVUHSD and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

1. TERM

- 1.1. The term of this Agreement shall be for a period beginning on _____ and ending on _____ unless otherwise terminated in accordance with Section 13 of this Agreement.

2. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 2.1. CONTRACTOR warrants and represents that CONTRACTOR and its personnel have the required licenses, certifications and Department of Justice clearance(s) to perform the scope of services described in Appendix A, Scope of Work, including such work as may involve contact with students.
- 2.2. CONTRACTOR further certifies that CONTRACTOR is not been suspended or disbarred from public contracting or otherwise precluded from performing the services to be provided pursuant to this Agreement due to any violation of laws or regulations that may be applicable said services. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions.

3. COMPENSATION AND PAYMENTS

- 3.1. Not to Exceed Amount. The compensation paid by AVUHSD under this Agreement shall be in an amount not to exceed \$ _____ inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by AVUHSD and CONTRACTOR. AVUHSD shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 3.2. Certifications and Clearances Required. CONTRACTOR acknowledges and agrees that AVUHSD may withhold funds otherwise due pursuant to this Agreement if CONTRACTOR and, or its personnel do not have the necessary certifications and clearances for contact with students and the Scope of Work to be performed under this Agreement requires such contact, or contact with students is likely to occur.
- 3.3. Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix B hereto, entitled "Compensation and Schedule of Payments", which is incorporated herein by reference.
- 3.4. Payments. Payments will be made upon AVUHSD's receipt of CONTRACTOR's invoice, which shall be accompanied by supporting documentation and contain sufficient detail as determined by the AVUHSD responsible administrator. The parties understand and agree that AVUHSD shall not reimburse CONTRACTOR for charges or expenses which are identified as non-reimbursable expenses in Appendix B .
- 3.5. Acceptance of Defective Work. The parties understand and agree that AVUHSD has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as service is performed satisfactorily. AVUHSD may temporarily accept work that AVUHSD deems to be defective or unsatisfactory and require that CONTRACTOR remedy or replace its defective or unsatisfactory work at

CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR obligation to perform its duties under this Agreement to the satisfaction of AVUHSD and in accordance with the dates and milestones set forth in Appendix B, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by AVUHSD in accordance this Agreement. The parties understand and agree that AVUHSD shall not pay interest or late charges for sums which may be due, or which may become due to CONTRACTOR under this Agreement.

- 3.6. AVUHSD may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of AVUHSD's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

4. KEY PERSONNEL

- 4.1. The parties acknowledge that CONTRACTOR was selected by AVUHSD to provide the services within the scope of work of this Agreement in part on the basis of the qualifications of CONTRACTOR staff. CONTRACTOR shall ensure that Key Personnel identified in "Appendix B, Compensation and Schedule of Payment" are available to perform work and assigned to perform the work under this Agreement as long as such Key Personnel are employed by CONTRACTOR.
- 4.2. CONTRACTOR will obtain prior written acceptance of the AVUHSD responsible administrator to change Key Personnel. CONTRACTOR shall provide the AVUHSD responsible administrator with such information as necessary to determine the suitability of proposed new Key staff. The AVUHSD responsible administrator shall act reasonably in evaluating Key Personnel qualifications. Such acceptance by the AVUHSD responsible administrator of a change in Key Personnel or identification of Key Personnel in the initial Agreement shall not constitute any assumption of responsibility or liability on the part of AVUHSD for the individuals identified as Key Personnel's ability to perform.

5. INDEPENDENT CONTRACTOR

- 5.1. CONTRACTOR or any agent or employee of CONTRACTOR shall be deemed at all times to be an independent contractor and not an employee of the AVUHSD. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the AVUHSD and CONTRACTOR or its agents and employees. Any direction from the AVUHSD shall be construed as providing for direction as to conformity to AVUHSD policy and not as the means by which such a result relating to CONTRACTOR's work is obtained. The AVUHSD does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 5.2. CONTRACTOR shall be solely responsible for all costs and expenses incidental to the performance of services as outlined in Appendix A, including but not limited to, all costs of equipment, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR's employees, interns, volunteers, subcontractors, agents or representatives.

6. USE OF AVUHSD EQUIPMENT

- 6.1. CONTRACTOR will supply all tools and instruments required to perform the services under this Agreement. CONTRACTOR is not required to purchase or rent any tools, equipment or services from AVUHSD.
- 6.2. AVUHSD maintains student educational records containing personally identifying information and health information which is protected under state and federal law. If CONTRACTOR has a legitimate educational interest that requires that CONTRACTOR access protected educational records to perform CONTRACTOR's scope of work under this Agreement, and if CONTRACTOR is permitted the use of AVUHSD equipment for the purpose of accessing protected files through AVUHSD's computer network with restricted access, such use of AVUHSD equipment shall not constitute an employer relationship between CONTRACTOR and AVUHSD. AVUHSD shall not be responsible for any damages, including damage to persons or property arising out of or related to CONTRACTOR's use of any AVUHSD equipment.

7. INSURANCE

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement

CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

7.1. General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).

7.2. General Liability Insurance Endorsements

General Liability Insurance Endorsement for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of one million dollars per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employees, officer or director, business invitee, volunteer or representative, and agent.

a. Each and every General Liability policy and endorsement shall include the following:

1. Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
2. State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

7.3. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless AVUHSD from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.

7.4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

8. VERIFICATION OF INSURANCE COVERAGE

8.1. The CONTRACTOR shall furnish certificates of insurance to the AVUHSD responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the AVUHSD Director of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the AVUHSD Director of Risk Management within (10) ten calendar days of written request.

9. INDEMNIFICATION

- 9.1. CONTRACTOR shall hold harmless, indemnify and defend AVUHSD, its Board, officials, agents, and employees, interns, volunteers and representatives harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or its sub-contractors. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of AVUHSD when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTORS, its agents, employees, interns, volunteers, subcontractors, servants or representatives.

10. DEFAULT

- 10.1. If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder AVUHSD, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the AVUHSD to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the AVUHSD. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, AVUHSD may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.
- 10.2. CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:
- a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and, or clearances herein required.
 - b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
 - c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix A Scope of Work and Appendix B Compensation and Schedule of Payments.
 - d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.
- 10.3. TIME TO CURE DEFAULT. The AVUHSD Responsible Administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within five (5) calendar days of the Default or a longer time as AVUHSD may state in said notice, after which time the AVUHSD may terminate the Agreement. The AVUHSD Responsible Administrator at his/her sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

11. DISPUTE RESOLUTION

- 11.1. Prior to any action or resort to any legal remedy, AVUHSD and CONTRACTOR agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If AVUHSD's and CONTRACTOR'S Responsible Administrator cannot resolve disputes through such negotiations, then the each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 11.2. CONTRACTOR understands and agrees that all disputes between it and AVUHSD based upon an alleged violation of the terms of this Agreement by the AVUHSD shall be submitted for resolution in the following manner:

- 11.3. The initial step shall be for the CONTRACTOR to notify the AVUHSD Responsible Administrator in writing of the dispute and submit a copy to the AVUHSD Risk Manager.
- 11.4. Should the CONTRACTOR and the AVUHSD Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Chief Business Officer. Upon receipt of said notification the Chief Business Officer shall review the issues relative to the dispute and issue a written finding.
- 11.5. Should the CONTRACTOR and the Chief Business Officer fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the Superintendent. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONTRACTOR. Upon receipt of said notification the Deputy Superintendent shall review the issues relative to the dispute and issue a written finding.
- 11.6. If the executives cannot resolve the dispute to the satisfaction of both Parties, then AVUHSD and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

12. MEDIATION -WAIVER OF JURY TRIAL

- 12.1. In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of this Agreement and/or following the completion of the work to be performed under this Agreement the parties to this Agreement agree, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Los Angeles County, State of California, or another mutually agreeable location if the parties so agree in writing. The parties will split the costs of a certified mediator on a 50/50 basis. The CONTRACTOR agrees to include such similar contract provisions with all Sub-CONTRACTORS, volunteers, interns, agents, and/or independent contractors and/or CONTRACTOR's retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.
- 12.2. In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

13. TERMINATION

AVUHSD'S RIGHT TO TERMINATE

- 13.1 AVUHSD, through its Responsible Administrator has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the Responsible Administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by AVUHSD, in accordance with provisions of Appendix B, Compensation and Schedule of Payments, provided that said documentation is turned over to the Responsible Administrator within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the Responsible Administrator.
- 13.2 CONTRACTOR shall have no recourse or remedy from a termination made by AVUHSD except to retain the fees earned and already disbursed as compensation for the satisfactory work that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against AVUHSD, its officials, employees, interns, agents or representatives.

CONTRACTOR'S RIGHT TO TERMINATE

- 13.3 The CONTRACTOR shall have the right to terminate this Agreement, in writing, following breach by AVUHSD, if the breach of contract has not been corrected within sixty (60) days from the date AVUHSD receipt of a written statement from CONTRACTOR specifying its breach of its duties under this Agreement.

13.4 The termination provisions set forth an incremental process for termination that allows the parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

14 CONFLICT OF INTEREST

14.1 CONTRACTOR warrants and represents that it has read, understands and will comply with the Conflict of Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of any change in either private interests or services under this Agreement. CONTRACTOR will immediately notify AVUHSD of any question regarding possible conflict of interest which may arise as a result of such change.

15 OWNERSHIP OF CREATIONS AND WORK FOR HIRE

15.1 CONTRACTOR agrees that all developments, ideas, written and, or recorded material, copyrightable creations, works of authorship, and other contributions (herein collectively referred to as "Creations"), whether or not copyrighted or copyrightable, conceived, made, developed, created or acquired by CONTRACTOR, either individually or jointly, which relates in any manner to CONTRACTOR's work for AVUHSD under this Agreement (regardless of the extent developed at CONTRACTOR's or AVUHSD's facilities, at an individual's home, or elsewhere), shall be deemed to be a work made for hire initially owned by AVUHSD. To the extent that this provision does not effectively transfer such rights, CONTRACTOR, and its employees, agents, subcontractors do hereby sell, assign, and transfer to AVUHSD CONTRACTOR's right, title and interest (worldwide) in and to such Creations and all intellectual property rights thereto.

15.2 All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies, will be considered works made for hire and will, based on incremental transfer, become the property of AVUHSD upon payments made to CONTRACTOR or termination of the Agreement, without restriction or limitation on their use and will be made available on request to AVUHSD at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. AVUHSD shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

16 PRIVACY OF STUDENT RECORDS

16.1 CONTRACTOR and its employees, interns, volunteers, subcontractors agents and representatives shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPPA") as is necessary for the performance of the duties and responsibilities under this agreement. CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives' failure to comply with the provisions shall constitute a material breach of this agreement. It is possible that in providing the services, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives may have or be provided access to "protected health information" (PHI) as that term is defined in "HIPPA, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives acknowledges that all protected health information shall be treated as confidential information.

16.2 If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent in accordance with federal and state law, including, but not limited to the "Family Education Rights and Privacy Act" (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education

Code§ 49064 and §49076.

- 16.3 Limitation on Use. CONTRACTOR agrees to use each student education record that it may receive pursuant to this Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.33 (a) (2).)

- 16.4 Recordkeeping Requirements. CONTRACTOR agrees to comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.5 Acknowledgement of Receipt of Notice of Family Educational Rights Privacy Act Regulations. By signature of its authorized representative or agent on this Agreement, CONTRACTOR, hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that it may receive pursuant to this Agreement to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.
- 16.6 Return or Destruction of Student Education Records. Upon termination, cancellation, expiration, or other conclusion of this Agreement, CONTRACTOR shall return all copies of student records that it has received from AVUHSD pursuant to this Agreement within two (2) weeks or, if return of records is not feasible or desirable as determined by AVUHSD, CONTRACTOR shall instead promptly destroy any and all copies of AVUHSD education records in its possession upon written request from AVUHSD and shall further confirm such destruction in writing to AVUHSD within two (2) weeks of the destruction of the data.
- 16.7 As a general matter, health information that is included in student educational records is excluded from HIPPA, and is covered by the student records privacy regulations promulgated under FERPA and Cal. Ed. Code § 49076.). Student health information contained in educational records must be protected from disclosure in the same manner as education records that are maintained by an educational institution or agency in compliance with FERPA. (FERPA 20 U.S. Code§ 1232g(4)(A) and (6)(1); HIPPA 45 C.F.R. 160.103(2)(i) and (2)(ii)). If CONTRACTOR obtains access to student education records that include health information, in connection with the work performed under this Agreement, whether such health information be oral or recorded in any form or medium, CONTRACTOR agrees to hold all student education records and health information that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code§ 49076 (3).)
- 16.8 Notwithstanding the foregoing, a covered entity may use or disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. (45 C.F.R. § 164.512 (b)(1) (ii)); Cal. Ed. Code§ 49076 (2)(A).

17 AUDIT AND INSPECTION OF RECORDS

- 17.1 The CONTRACTOR agrees to maintain and make available to the AVUHSD accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the AVUHSD or its nominee, and permit the AVUHSD or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Santa Clara County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payments under this Agreement or until after final audit has been completed, whichever is later.

18 SUBCONTRACTING

- 18.1 The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

19 ASSIGNMENT

- 19.1 It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the responsible administrator or his or her designee.

20 NON DISCRIMINATION

- 20.1 Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, ancestry, physical disability, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

21 DEPARTMENT OF JUSTICE CLEARANCES AND FINGERPRINTING

- 21.1 CONTRACTOR is required to comply with the criminal background check provisions of Education Code Section 45125.1. CONTRACTOR hereby authorizes AVUHSD to conduct criminal background checks with the California Department of Justice (CDOJ) and the FBI for all CONTRACTOR employees, interns, volunteers, subcontractors, agents, and representatives assigned to the AVUHSD, and CONTRACTOR will certify that no employees, interns, volunteers, subcontractors, agents, or representatives who have been convicted of serious or violent felonies as specified, will have contact with students being served pursuant to the terms of this Agreement. However, such certification shall not relieve the CONTRACTOR, its agents, employees, interns, volunteers, subcontractors, agents and representatives of the obligation to independently complete the background check and fingerprinting process required pursuant to state law. The certification regarding felony conviction does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
- 21.2 CONTRACTOR will provide the AVUHSD with a list of all employees, interns, volunteers, subcontractors, agents and representatives who may have contact with students being served pursuant of this Agreement, and specify to which AVUHSD sites or locations where services will be rendered where the individual will be assigned. Submit list to AVUHSD Personnel Services, (661) 726-0673 or via email at dfrescas@avhsd.org.
- 21.3 As written certification of its compliance with this Section 21 and each of its subparts, CONTRACTOR will complete and submit the AVUHSD Criminal Background Check/Tuberculosis/ Immunization/Mandatory Reporter Training Certification Form ("CBC/TB form") which shall be submitted by CONTRACTOR along with a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion for each of CONTRACTOR'S employees, interns, volunteers, subcontractors, agents or representatives that may have contact with or access to students. CONTRACTOR'S written certification must be submitted to AVUHSD Personnel Services, at (661) 726-0673 or via email at dfrescas@avhsd.org.
- 21.4 CONTRACTOR understands and agrees that as a condition of the Agreement, each of CONTRACTOR's personnel who may have contact with students shall authorize AVUHSD in writing to conduct the Live Scan fingerprint process and CONTRACTOR shall immediately upon request by AVUHSD, provide: 1) written authorization to AVUHSD to perform said fingerprinting; and 2) written authorization for AVUHSD to request from the Department of Justice, a background check for CONTRACTOR, and its employees, interns, volunteers, subcontractors, agents, and representatives, including but not limited to subsequent arrest notification, from the Department of Justice regarding the employees, interns, volunteers, subcontractors, agents, and representatives. (Ed. Code §§ 44340 and 44341, 44332.6, 44830.1).
- 21.5 All costs associated with fingerprinting, Department of Justice (DOJ), and Federal Bureau of Investigation (FBI) clearances will be borne by the CONTRACTOR. For any employees, interns, volunteers, subcontractors, agents or representatives that CONTRACTOR hires or otherwise engages subsequent to CONTRACTOR's initial submission of the personnel list to AVUHSD, CONTRACTOR shall notify and submit an additional personnel list to AVUHSD and immediately provide to AVUHSD written authorization for AVUHSD to perform fingerprinting and request DOJ and FBI background checks and clearances on CONTRACTOR's subsequent hires or subcontractors prior to CONTRACTOR's subsequent hires performing work under this Agreement. CONTRACTOR shall also immediately provide tuberculosis screening and certificates of completion and immunization certification forms for any CONTRACTOR employees, interns, volunteers, subcontractors, agents and representatives that CONTRACTOR hires subsequent to Contractor's initial submission of the CBC/TB form to AVUHSD. All fingerprinting and DOJ clearances must be performed contemporaneously with the commencement of the AVUHSD contract.
- 21.6 CONTRACTOR will conduct a FBI and DOJ background check in the state of residence for each of CONTRACTOR's employees, interns, volunteers, subcontractors, agents, and representatives residing

outside of California. CONTRACTOR shall provide AVUHSD with CONTRACTOR'S employees, interns, volunteers, subcontractors, agents and representatives' written authorization for AVUHSD to review the report of said background checks prior to performance of work pursuant to this Agreement by CONTRACTOR's employees, interns, volunteers, subcontractors, agents, and representatives, who do not reside in the State of California and who may have contact with, or access to students.

- 21.7 When the AVUHSD receives clearance from both DOJ and FBI for CONTRACTOR or its personnel as required by California law, the CONTRACTOR will be notified by AVUHSD that work can begin under this Agreement. CONTRACTOR shall not permit any employees, interns, volunteers, subcontractors, agents and representatives to have any contact with pupils on any AVUHSD site, or AVUHSD related activity until the Agreement has been fully executed and CONTRACTOR's employees, interns, volunteers, subcontractors, agents and representatives have completed and been notified by AVUHSD Personnel Services of the satisfactory fulfillment of requirements set forth in this Agreement regarding the DOJ, FBI fingerprinting and background check and tuberculosis and immunization records certification and clearance process. Failure by CONTRACTOR to comply with this Section may result in termination of this Agreement at the AVUHSD's sole discretion.

22 MANDATED REPORTER TRAINING

- 22.1 In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, CONTRACTOR its, employees, interns, volunteers, subcontractors, agents and representatives who will or may have access to students through this Agreement shall complete mandated reporter training provided by AVUHSD. Pursuant to this Agreement, each CONTRACTOR and its employee, agent, intern or volunteer working with or around students shall be identified as a mandated reporter and must complete an AVUHSD mandated reporter acknowledgement form and AVUHSD mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

23 TUBERCULOSIS SCREENING

- 23.1 If CONTRACTOR or its personnel may have contact with students, CONTRACTOR shall submit for each employee, intern, volunteer, agent and representative a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion confirming that said personnel have completed a tuberculosis risk assessment and certificate of completion within the last sixty (60) days with no tuberculosis risk factors identified or, if tuberculosis risk factors have been identified, has been examined and determined by a licensed health care provider authorized to perform a tuberculosis risk assessment pursuant to Education Code section 49406 that he or she is free of infectious tuberculosis. CONTRACTOR shall submit to AVUHSD for each of CONTRACTOR'S employees, interns, volunteers, agents and representatives a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion which must be updated and resubmitted every four years.
- 23.2 CONTRACTOR further acknowledges and agrees that CONTRACTOR shall be responsible for the costs of the tuberculosis risk assessment and certificate of completion. CONTRACTOR shall also immediately provide tuberculosis screening and certificates of completion and immunization certification forms for any CONTRACTOR employees, interns, volunteers, subcontractors, agents and representatives that CONTRACTOR hires subsequent to Contractor's initial submission of the CBC/TB form to AVUHSD.

24 DAY CARE FACILITIES IMMUNIZATIONS AND EXEMPTIONS

- 24.1 Each employee and volunteer shall be immunized against influenza, pertussis and measles and receive an influenza vaccination between August 1 and December 1 of each year, unless exempt from doing so pursuant to Health and Safety Code§ 1596.7995.
- 24.2 If CONTRACTOR or its personnel may have contact with students at a day care center, CONTRACTOR shall submit immunization records for each employee, agent, and intern subcontractor or volunteer and a list identifying such persons by name.
- 24.3 Contractor acknowledges and agrees that:
- a. CONTRACTOR shall be responsible for the costs of the immunizations.

- b. CONTRACTOR certifies and agrees that its employees, interns, volunteers, subcontractors, agents, and representatives may only be exempt from this requirement if they submit a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 declaring that because of the person's physical condition or medical circumstances, immunization is not safe; or submits a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 providing that the person has evidence of current immunity.

25 WAIVER

- 25.1 AVUHSD'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 AVUHSD is entitled, nor shall it in any way affect the right of AVUHSD to enforce such provisions thereafter.

26 VENUE

- 26.1 This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

27 SECTION HEADINGS

- 27.1 The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

28 EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- 28.1 Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). 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.

29 SEVERABILITY

- 29.1 If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

30 NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE AVUHSD OFFICE:

Antelope Valley Union High School District
Student Services
44811 N. Sierra Hwy.
Lancaster, CA 93534
Phone: (661) 729-2321
E-mail: Ischutt@avhsd.org

NOTICE TO THE CONTRACTOR

CONTRACTOR	
CONTACT PERSON NAME	
STREET ADDRESS	
CITY	
STATE	
ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	
TAXPAYER I.D.	

31 NO THIRD PARTY BENEFICIARY

31.1 No persons other than the CONTRACTOR and AVUHSD shall have any rights whatsoever under this Agreement.

32 SIGNATURES OF THE PARTIES

**CONTRACTOR
APPROVED BY:**

**ANTELOPE VALLEY UNION HIGH SCHOOL
DISTRICT APPROVED BY:**

Print Name

Print Name

Print Contractor Company Name

Print Title

Title

Signature

Date

Signature

Date

