



## **REQUEST FOR PROPOSAL # DO190612**

**STUDENT TRANSPORTATION SERVICES  
AT KERN COMMUNITY COLLEGE DISTRICT  
FOR  
BAKERSFIELD COLLEGE, CERRO COSO COMMUNITY  
COLLEGE AND PORTERVILLE COLLEGE**

### **PROPOSAL SUBMISSION DEADLINE**

Proposals submitted by: 2:00 p.m. (Pacific Standard Time)  
Date: June 12, 2019

*Proposals must be received by the due date and time to be considered.*

Delivered to: Kern Community College District  
2100 Chester Avenue  
Bakersfield, California 93301  
Attention: Cammie Ehret-Stevens

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## ATTACHMENTS

*Attachment A:* District website links and *example* of an intra-campus Shuttle Schedule

## **1. GENERAL INFORMATION**

### **1.1. Purpose**

The Kern Community College District ("District" or "KCCD") and its campuses; Bakersfield College, Cerro Coso Community College and Porterville College, is accepting proposals from qualified transportation service companies interested in providing efficient transportation services for its student transportation needs.

The resultant service agreement, if any, will be with the Kern Community College District ("District" or "KCCD").

### **1.2. District Contact Person**

All questions regarding this Request for Proposal should be directed to:

Cammie Ehret-Stevens, Purchasing Coordinator - (661) 336-5155  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

### **1.3. RFP Definitions**

The following designations are used interchangeably and will apply for the purpose of this Request for Proposal ("RFP"):

The term "Kern Community College District," "Kern CCD," "KCCD," "District," "Bakersfield College" or "College"; "Porterville College", or "Cerro Coso Community College", as used in this RFP shall be construed to include its employees, officers and agents at its District Office and campuses.

The term "Charter Bus Company," "Transportation Service Company(ies)," "Proposer," "Prospective Firm," "Prospective Vendor," "Vendor," "Candidate," "Supplier," "Bidder" or "Consultant" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company awarded this contract.

### **1.4. Key Action Dates**

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective Vendors. All times stated are Pacific Standard Time (PST).

First week Advertisement of RFP	May 22, 2019
Second week Advertisement of RFP	May 29, 2019
Deadline for Proposer Questions	June 5, 2019 at 12:00 p.m.
RFP Submission Deadline	June 12, 2019 at 2:00 p.m.
Potential Vendor Presentations	<i>Tentative TBD</i>
Notice of Award	June 2019
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	July 11, 2019
Anticipated Commencement Date	August 2019

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, the District reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

### 1.5. Prospective Vendor Presentations

After review of the submitted responses to the RFP, qualified Prospective Vendors may be invited to make an oral presentation.

## 2. SCOPE OF PROPOSED SERVICES

The Kern Community College District is seeking qualified transportation service companies who are able to clearly demonstrate their relevant experience and expertise as it relates to State of California transportation service laws and regulations. **The successful vendor(s) may provide transportation services including, but not limited to, daily shuttle service between specified campuses, various athletic events, in town and/or out of town events and other transportation services as needed for the District on behalf of its campuses.**

There is no guarantee made as to the exact number of days/hours/quantities of services or that services will be requested. **An example of *potential* transportation service needs is available on *Attachment A of this RFP.***

### 2.1. KCCD Profile

Kern Community College District (KCCD) services communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono and San Bernardino counties through the programs of Bakersfield College, Cerro Coso Community College and Porterville College.

KCCD is geographically one of the largest community college districts in the United States, serving more than 30,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, education services

have been provided to residents for many years at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso Community College. All three colleges are proud members of the California Community College System and accredited by the Accrediting Commission for Community and Junior Colleges (Western Association of Schools and Colleges).

Today, education centers and sites in Delano, downtown and Southwest Bakersfield, the Mammoth/Bishop area, Edwards Air Force, Tehachapi and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD's commitment to distance learning and other technological advances is creating increasing opportunities for education through the internet, satellite, and cable television to individuals across our broad service area and beyond.

### I. Bakersfield College

Established in 1913, Bakersfield College is one of the nation's oldest continually-operating community colleges. The college serves 33,000 students annually on the 153-acre main campus in northeast Bakersfield, at the Delano Campus 35 miles north of Bakersfield, the Weill Institute in downtown Bakersfield, and BC SouthWest in southwest Bakersfield. We also offer classes at several alternative locations, including Shafter Learning Center 18 miles northwest of Bakersfield, Arvin/Lamont, McFarland, Olive Drive Training Facility in northwest Bakersfield, Wasco and other community locations.

### II. Porterville College

Porterville College is the northernmost college in the Kern Community College District. Porterville College was established in 1927 as a part of the Porterville Union High School and College District and has been a unit of the Kern Community College District since July 1, 1967.

The population of the Porterville urban area is approximately 54,000 persons and that of the surrounding service area is 90,000 persons. Porterville is the gateway to a vast mountain wonderland and recreational area. It is within three hours commuting time to the seashores of the Pacific or to the metropolitan Los Angeles area.

### III. Cerro Coso Community College

Cerro Coso Community College is one of three colleges in the Kern Community College District. The College is charged with the responsibility of providing educational opportunities for the widely separated desert, mountain, and valley communities within a sweeping 18,000 mile, four county, region of eastern California.

Cerro Coso's service area includes a population base of just over 85,000 individuals. The College officially opened in the fall of 1973, and within the year began expanding its service area to include the present region.

Cerro Coso, as an institution, has a long history of valuing students as individuals with unique capabilities and needs and a teaching-learning process that motivates students towards excellence.

## **2.2. Intent**

It is the intent of the Kern Community College District to identify a transportation service company(ies) that can offer the highest quality service at the lowest overall cost to the District on behalf of its campuses. The District expects the Prospective Vendor(s) to present a complete program for the District's transportation service needs.

**Due to the Kern Community College District's large geographical service area, we understand not all transportation service companies operate in all locations. It is our intent for prospective bidders, based on their geographical jurisdiction, to provide pricing on the enclosed Cost Proposal Response Form (Section 10 of this RFP) for our district to keep on file and request a quote by campus per transportation request, on an as needed basis.**

It is also the intent of the Kern Community College District to enter into an agreement and work collaboratively with the successful Vendor(s) for the duration of the contract. The resultant service agreement will be with the Kern Community College District ("District" or "KCCD").

## **2.3. Specifications**

1. As a minimum, all passenger buses (motor coaches) are to be air-conditioned, reclining chairs, ADA/Wheelchair accessible, luggage compartments, radio dispatch equipment, a working restroom and a PA system.
2. The successful contractor shall have appropriate licenses for business and employee drivers. Vehicles must be properly signed and meet the Safety Specifications of the U.S. and California Department of Transportation, Department of Motor Vehicles and the Highway Patrol at all times during the course of the contract period. All vehicles must be clean, which includes restrooms, all interior areas including seats, storage areas, etc. Contractor shall be responsible to furnish all equipment fuels and lubricants for such buses and all maintenance repairs. All equipment in the buses must be fully operational, including heating, air conditioning and restrooms.
3. Non-compliance with bid specifications must be remedied by the contractor

within 24 hours. The contractor will be required to replace any inoperative equipment to prevent disruptions in service. The contractor will be required to compensate the District for any and all expenses incurred as a result of the contractor's failure to provide specified service.

4. It is the responsibility of the contractor to notify the District if any problems occur before arriving to the pick-up location. It is the responsibility of the contractor to supply alternate transportation if the original transportation is not available.
5. The contractor will ensure that buses will be in good working condition prior to arrival.
6. Drivers must be thoroughly professional in both conduct and attire (at specified times may be required to wear provided college branded/logo shirt), experienced and in possession of a valid appropriate Class of Driver's License.
7. Drivers will assist with passenger data collection.
8. Drivers must obey all traffic safety laws (i.e. no phone use or texting while driving)
9. The contractor will ensure the driver will supply his/her own meals and admission fees on all excursions.
10. The bus and driver must remain at the sight where passengers are delivered for the duration of the event. They cannot leave the site without notifying the trip liaison or the head coach, unless previously instructed otherwise.
11. When a second bus driver is needed because the duration of the trip will exceed the maximum number of hours a single driver can legally drive in any given period; the contractor must make the arrangements for a replacement driver prior to the initial departure time. The District will not be responsible for logging driver's hours and/or calling for a replacement driver.
12. The minimum fleet size a bus contractor shall have and maintain is ten.
13. The dispatch office of the successful bidder shall be open 24-hours a day with a live person.
14. The bus terminal or yard shall be within a 50-mile radius of the District and/or its campuses.
15. Bus fleet must consist of 50% buses no older than 7 years. Submit a fleet list showing age of all buses with your bid.

16. The DISTRICT/CAMPUS must be able to add college decal on bus and windows to identify college and route.

### 3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS

#### 3.1. Proposal Submittal Process

1. All information must be computer generated, typewritten or entered legibly in ink. The proposal submitted must not contain any erasures, interlineations, or other corrections.
2. Proposals shall be received by District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic or facsimile proposals will be considered.
3. Corrections and/or modifications received after the specified closing time will not be accepted.
4. An authorized officer or employee of the responder must sign all responses.
5. Submit responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) **OR** in a sealed envelope with the RFP number, closing date, and time shown.
6. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
7. All proposals received by the District will be considered a "Public Record" as defined in California Government Code section 6252 and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.
8. Interested Candidates shall register at [www.publicpurchase.com](http://www.publicpurchase.com) to upload your response electronically, **OR** you may submit three (3) hardcopies of the requested information **and** one (1) electronic copy, USD drive or CD, in a

sealed packaging to the address listed below:  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301  
c/o Cammie Ehret-Stevens, Purchasing Coordinator

9. The delivery of a proposal to the District is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.
10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.
11. The contract to be negotiated must include the aforementioned requirements, as requested by the District.

### **3.2. Proposal Validity Period**

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

### **3.3. Withdrawal or Modification of Proposal**

Proposals may be withdrawn or modified in writing and submitted by US Mail or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

### **3.4. Basis for Award**

#### *Proposal Evaluation Method*

The agreement(s) resulting from this Request for Proposal, if any, shall be awarded to the most qualified and responsive, responsible bidder(s) whose proposal is determined to be the most advantageous to the Kern Community College District, taking into consideration the evaluation factors set forth in this solicitation.

#### *Evaluation Criteria*

All proposals submitted will be reviewed by an evaluation committee. Overall responsiveness to the RFP is an essential factor in the evaluation process. At the completion of the proposal review, top ranking Prospective Vendors may be asked to provide an in-depth presentation and product demonstration to the evaluation committee, tentatively scheduled for the week of June 17, 2019.

Contract awards will be made to a qualified Prospective Vendor(s) whose proposal provides the greatest value, in terms of suitability to purpose, services, experience, price and ability to deliver.

The District invites vendors to include in their proposal other contributions beyond

those requested in this bid. These may include services, programs, and various forms of payment or contribution of funds by the Prospective Vendor, both for specific uses and for the unrestricted use by the District. However the vendor should note that any additional contributions would not be included in the evaluation of their bid proposal.

Determination of best value to the District shall be based upon, but not limited to, the following:

1. Proper submission of Proposal: Proper format and receipt of proposal by due date is outlined in this proposal according to our specifications.
2. Comprehensiveness of Services to be provided: Overall capabilities of the transportation service company to meet the required service levels described in this RFP; i.e. ability and capacity to provide services in a timely manner, ability to provide efficient, reliable and quality customer service.
3. Public Sector Experience and Resources: The transportation service company's good standing among its peers and public sector cliental. Performance and dedication to public education transportation needs.
4. Assigned Transportation Manager/Team: The credentials and experience of the person(s) assigned to our relationship.
5. Overall cost to the District: charges for services, amount of proposed charges and pricing increases in subsequent years.
6. Preventative Maintenance and Mechanical Repair: description of the transportation service company's scheduled preventative maintenance program, checklists, reporting, and record keeping.
7. Safety Programs and Activities: Your transportation service company's role as providing a continuing safety program and requirements of the program.
8. Service Enhancements: The transportation service company's efforts to understand our student transportation needs and goals, and the creativity the transportation service company demonstrates in introducing new technologies and efficiencies to improve our current practices and procedures.
9. Other Factors: Any other factors we believe would be in our best interest to consider which were not previously described.

#### *Awarding of Contract*

The Kern Community College District, on behalf of its colleges, award the contract or contracts to one or more successful bidder(s) who display the ability and expertise necessary to achieve the desired result(s) and best meet the needs of the District.

Our decision to award the contract will be based on many factors. No single factor will determine the final decision to award. The District reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities, to request additional information from proposing financial institutions and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the District.

### **3.5. Term**

The resultant contract is intended to be in effect for a term of one (1) year, awarded June 2019, services beginning August 1, 2019 and ending July 31, 2020 with four (4) additional one (1) year options to renew under the same terms and conditions, beginning on August 1, 2020, subject to the Board of Trustees approval.

The District reserves the right to apportion the requirements of this RFP among multiple vendors if this is determined to be in its best interests. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No Agreement with the District shall be in effect until a contract has been approved by the Kern Community College District Board of Trustees and has been signed by both parties.

Additionally, the resultant contracts shall be in accordance with all special provisions, terms and conditions, and specifications set forth herein.

### **3.6. Termination of Contract**

KCCD may elect to terminate the contract, in whole or in part, for its convenience, such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

If for any reason, such as failure of service, non-delivery of product or failure to meet provisions of the contract, termination of the contract may be made at the option of KCCD by providing 60 days prior written notice to the successful vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give KCCD 180 days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Deborah A. Martin, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301.

The successful bidder shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

### 3.7. Issuing Office

The Kern Community College District is issuing this Request for Proposal (RFP) through the Business Services Purchasing Department. The KCCD Business Services Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be in written format and submitted to the District Contact Person:

Cammié Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP #DO190612  
[cammié.ehret@kccd.edu](mailto:cammié.ehret@kccd.edu)

or

Cammié Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP #DO190612  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

### 3.8. Questions Regarding This RFP

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting written questions by email or in an envelope marked with the title and RFP # of the proposal and addressed to the District Contact Person. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted using the attached **Bidder Inquiry Form in Section 8 no later than June 5, 2019 at 12:00 p.m.**

### 3.9. Reimbursement of Costs

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing KCCD with additional information and making an oral presentation. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

### 3.10. Protest Against Award

Any vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed. All protest will be taken under advisement. Any protest received after that will not be recognized.

A protest of any vendor proposal will be delivered to the Kern Community College District, Attention Deborah A. Martin, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

### **3.11. Proposer Representations**

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

1. Proposer represents that its Proposals fully comply with the requirements of the RFP documents.
2. Proposer represents, that each person who signed a document included within their Proposal, was at the time of signing, and for the duration of Proposer's participation in the RFP process, provided for in these instructions, shall remain authorized to so sign on behalf of and to bind the Proposer.
3. If the Proposer is a corporation, limited liability company, or limited partnership, Proposer presents that it is, and for the duration of the Proposer's participation in the RFP process provided for by these instructions shall remain, registered with the Office of the Secretary of State for the state of California and authorized under Applicable Laws to business in the state of California with a legal status determined by said Office of the Secretary of State of "active and in good standing."
4. Proposer represents that it has carefully reviewed the proposed Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.
5. Proposer represents that it has carefully reviewed all of the exhibits attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.
6. Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Sub-consultants and/or subcontractors possesses any licenses that may be required to hold under the terms of the RFP documents, as well as any other licenses (if any) that is required by Applicable Laws to hold in order to perform those services that it anticipates it will be required to perform under the terms of the Agreement.
7. Proposer, being familiar with California Government Code 1090 and 87100, represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed in a separate letter attached to their proposal of any possible interest, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its colleges, or any department thereof, has that might

cause such official, officer, agent, or employee to be financially interest in any decision made by District in connection with the procurement that is the subject of this RFP.

8. In accordance with Public Contract Code section 2204, the Proposer certifies and represents that at that time its Proposal(s) are submitted, the Proposer is not identified on a list created pursuant to subdivision of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that submission of its Proposal(s) shall constitute Proposer's certification and representation as aforesaid.

### **3.12. Suspension and Debarment**

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

### **3.13. Responsibility and Notice of Any Change**

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, it changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency or change.

### **3.14. Defaults**

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the

contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor, or deducted from any funds due the Vendor.

### **3.15. Indemnification**

Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.

### **3.16. Insurance Requirements**

The successful bidder agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in

coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

### **3.17. Hold Harmless Clause**

The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

### **3.18. Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such

supporting documentation as KCCD may reasonably request. After receipt of such notification, the College Campus may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

### **3.19. Declaration of Non-collusion**

This RFP requires the Vendor to attest under the penalty of perjury that no collusion took place in providing a response to this RFP. **Vendors must complete the Vendor Non-Collusion Affidavit in Section 6 of this RFP.** If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

### **3.20. Conflict of Interest**

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

### **3.21. Compliance With Civil Rights Law and Americans With Disabilities Act**

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. **Vendors must complete the Certification of Non-Discrimination in Section 7 of this RFP.**

### 3.22. Work Hours and Safety Standards Act

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CRF Part 5).

### 3.23. Public Agency Clause

Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be “piggybackable” by other agencies in the state, if the awarded vendor agrees.

KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor, and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

## 4. PROPOSAL REQUIREMENTS

- 1. Bus Condition.** Buses furnished for use under this contract shall be the Contractor's best condition equipment. Frequent use of subcontracted buses or of lower quality equipment shall be grounds for termination of the contract.
- 2. Eligibility of Bidders.** All bidders must have had at least five (5) years experience operating bus services similar to those in this agreement and maintain valid state and local licenses that are required by law for the execution of this contract.
- 3. Company Profile and References.** Tell us about your company, i.e., years in business, etc. Include a list of not less than four customers in the State of California who have contracted for similar services from your company in the past four years. Include the name of the contact person and a telephone number where the person can be reached.
- 4. Inspection and Acceptance.** All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California state laws governing their production, handling, processing and labeling. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action.

5. **Contract Documents.** The complete agreement will include the Request for Bid, all Addenda, if any, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.

6. **Period of Service.** The contract shall be for a one (1) year period starting on **August 1, 2019, and ending on July 31, 2020**, with an option to renew for four (4) additional one-year term. Prices shown by bidders on their bids will be in effect between **August 1, 2019, and July 31, 2020**.

7. **Insurance.** The contractor will supply the District with proof of insurance (listing the Kern Community College District as additional insured) for the bus company, which will be submitted to the District on an annual basis.

A certificate of insurance showing a minimum of \$1,000,000 general liability and auto insurance, including injuries and accidental death must be submitted with the bid package.

8. **Adjustment of Rates.** Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply. The District reserves the right to renew or cancel the contract each year effective July 1<sup>st</sup>.

9. **Prices.** Prices quotes must be firm prices for the period of **August 1, 2019 through July 31, 2020**. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.

10. **Bid Format.** In order to assure uniformity in bid presentations and interpretations, bidders are required to use only those forms prepared by and available from the District. All bids must be submitted electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) **OR** via mail in a sealed envelope, and shall be clearly labeled with name of bidder and RFP number.

11. **Errors and Omissions.** It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting his/her bid, and he/she assumes full liability for any errors or omissions in his/her bid.



**6. VENDOR NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY VENDOR AND SUBMITTED  
WITH ITS PROPOSAL**

(Name) \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He or she is (Title, or Owner, or N/A) \_\_\_\_\_ of (Company, or N/A) \_\_\_\_\_, the Vendor making the foregoing proposal;
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
3. That the proposal is genuine and not collusive or sham;
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
5. That 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 secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
6. That all statements contained in the proposal are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Vendor \_\_\_\_\_  
(Type or Print Complete Legal Name of Vendor)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**7. CERTIFICATION OF NONDISCRIMINATION**

**TO BE EXECUTED BY CANDIDATE  
AND SUBMITTED WITH ITS PROPOSAL**

Candidate hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code section 12900.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CANDIDATE \_\_\_\_\_  
*(Type or Print Complete Legal Name of Candidate)*

By \_\_\_\_\_  
*(Authorized Signature)*

Name \_\_\_\_\_  
*(Type or Print)*

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 8. BIDDER INQUIRY FORM

### RFP No. **DO190612 – Student Transportation Services RFP**

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received, along with the District's responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company:

Company Representative:

**Question(s):**

*Note: Reproduce this form as necessary.*

Fax or email (*preferred*) this form to : Cammie Ehret-Stevens

Kern Community College District

Email: [cammie.ehret@kccd.edu](mailto:cammie.ehret@kccd.edu)

Fax: 661-336-5178

**9. "NO BID" RESPONSE FORM**

**"NO BID" RESPONSE FORM**

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Kern Community College District vendor list **for this service/commodity**, please remove this form and return to the Purchasing Department by mail or fax.

Kern Community College District  
Cammie Ehret-Stevens, Purchasing Coordinator  
2100 Chester Avenue  
Bakersfield, CA 93301  
  
Fax (661) 336-5178

**RFP # DO190612 – Student Transportation Services RFP**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Contact

**REASON(S) FOR NOT SUBMITTING A PROPOSAL / BID:**

# 10. COST PROPOSAL FORM

## COST PROPOSAL RESPONSE FORM

TO: KERN COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT":

FROM:

(Name of Bidder)
(Address)
(City, State, Zip Code)
(Telephone, Telecopies)
(E-Mail Address of Bidder's Representative(s))
(Name(s) of Bidder's Authorized Representative(s))
(Signature)

### 1. Bid Proposal Amount

The undersigned Bidder proposed and agreed to perform the Contract including, without limitation, providing and furnishing any and all of the labor, equipment and services necessary to perform the Agreement for **RFP #DO190612, Student Transportation Services.**

The proposal prices listed therein shall include the cost of one driver per vehicle, fuel, maintenance, insurance and all other costs associated with the ownership and use of the vehicles, and shall remain fixed through the duration of the contract except as otherwise modified pursuant to the Contract Documents.

**Period of Performance:** Service shall be for a period of time beginning **August 1, 2019 through July 31, 2020.**

### Daily Shuttle Between Campuses - Recliner Bus Service ADA/Wheelchair Accessible

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
01-20				
21-30				
31-42				
43-54				
55-72				
Other:				

**Recliner Bus Service**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
01-20				
21-30				
31-42				
43-54				
55-72				
Other:				

**24-hour periods – Long Distance or Out of State**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 12 HOURS +	RATE PER HOUR OVER 12 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
01-20				
21-30				
31-42				
43-54				
55-72				
Other:				

**Recliner bus service ADA/Wheelchair Accessible**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
01-20				
21-30				
31-42				
43-54				
55-72				
Other:				

**24-hour periods – Long Distance or Out of State  
Recliner bus service ADA/Wheelchair Accessible**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 12 HOURS +	RATE PER HOUR OVER 12 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
01-20				
21-30				
31-42				
43-54				
55-72				
Other:				

**School Bus Service**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
40 - 50				
60 – 70				
80 – 90				
90+				

PUC TAX \$ \_\_\_\_\_

FUEL SURCHARGE \$ \_\_\_\_\_

DEADHEAD MILES \$ \_\_\_\_\_

CANCELLATION FEE \$ \_\_\_\_\_

OVERNIGHT TRIP CHARGE \$ \_\_\_\_\_

ADDITIONAL DRIVER CHARGE \$ \_\_\_\_\_

OTHER \$ \_\_\_\_\_

**2. Acknowledgement of Bid Addenda.**

The Bidder confirms that this Bid Proposal incorporates and includes all items and other matters contained in Bid Addenda issued by or on behalf of the District or as otherwise provided in the Contract Documents.

\_\_\_\_\_ Addenda Nos. \_\_\_\_\_ received, acknowledged and incorporated into this Proposal.  
**(initial)**

3. **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Vendor Statement of Intent; (b) Vendor Non-Collusion Affidavit; (c) Certification of Nondiscrimination and (d) Bidder's Questionnaire. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
  
4. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Certificate of Workers' Compensation Insurance; and (c) signed Agreement. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next most advantageous Bid Proposal, or to reject all Bid Proposals.
  
5. **Rejection of Bid; Holding Open of Bid.** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instruction for Bidders, except as provided by law.
  
6. **Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
  
7. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding the Specifications and other Contract Documents pertaining to the proposed service. The undersigned Bidder understands there is no guarantee made as to the exact number of days/hours/quantities of services or that services will be requested. The Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the service in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, technical and financial ability to complete the service for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

# 11. BIDDER'S QUESTIONNAIRE

## BIDDER'S QUESTIONNAIRE

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

DISTRICT reserves the right to inspect, verify or otherwise validate the authenticity of any and all information herein.

### I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

#### A. FIRM

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

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

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

Email: \_\_\_\_\_

#### B. TYPE OF ORGANIZATION

( ) Corporation (List Officers and Positions)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State in which incorporated:

\_\_\_\_\_

( ) Subsidiary (Give name and address of parent corporation)

\_\_\_\_\_  
\_\_\_\_\_

( ) Individual Proprietorship (list below)

\_\_\_\_\_  
\_\_\_\_\_

#### C. NATURE OF OPERATIONS

1. List all transportation permits, (City and State) under which you currently operate.

\_\_\_\_\_  
\_\_\_\_\_

2. Are you currently or have you ever contracted to provided student transportation services for any school district in the state? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, list the names, locations, and the number of buses involved. Also indicate the dates of the AGREEMENT periods.

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**II. MANAGEMENT AND ADVISORY PERSONNEL**

A. For every individual you propose as a potential management staff member to be assigned to the Student Transportation Agreement, please provide the following information.

1. Name and proposed position the person may be selected to fill:

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2. Tenure with your firm: \_\_\_\_\_

3. Experience in related positions within your firm or with other firms in years:

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B. Explain the training that is given to your transportation manager(s):

1. Number of hours: \_\_\_\_\_

2. Type of Training (list components covered):

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**III. DRIVER PERSONNEL**

State the number of regular bus drivers you now have employed in this state:

School \_\_\_\_\_ Other \_\_\_\_\_

In other states:

School \_\_\_\_\_ Other \_\_\_\_\_

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

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What criteria or standards do you use and for what reasons might you reject an applicant?

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Do you require all transportation employees to be drug tested? Explain.

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- B. Do you check driver applicant references? YES \_\_\_\_\_ NO \_\_\_\_\_
- C. Are the official driving records of all your applicant drivers evaluated during the selection process? YES \_\_\_\_\_ NO \_\_\_\_\_
- D. What is the current rate of annual turnover among drivers your firm employs? \_\_\_\_\_
- E. Do you have driver-training programs as a part of your current operational procedures? YES \_\_\_\_\_ NO \_\_\_\_\_

**IV. SAFETY PROGRAM AND ACTIVITIES**

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

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- B. How often are safety meetings held? \_\_\_\_\_
- C. What have been the bus accident rates for student transportation buses operated by your firm in each of the three (3) most recent academic years? Provide a description of how you define school bus accidents.

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- D. Attach copies of CONTRACTOR's three (3) most recent Safety Compliance Reports

**V. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Do you have a form, scheduled preventative maintenance program for vehicle fleets that your firm manages? YES \_\_\_\_\_ NO \_\_\_\_\_
- B. Please provide legible samples of any checklists you use for each type of preventative maintenance program. Please describe your methods of ensuring that each bus vehicle actually receives preventive maintenance within the scheduled interval.
- C. Do you require any daily regular written reports from your drivers on the condition of their

vehicles? YES \_\_\_\_\_ NO \_\_\_\_\_

Briefly describe and provide a legible sample of these reports including your daily bus checkout report form and note their frequency.

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

How do you ensure that identified are generally corrected in a logical order and within a reasonable time?

E. Do you maintain and evaluate records of road failures? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, how many road failures per month? Please provide a copy of the last three (3) road failure reports.

**VI. FIRM HISTORY**

A. Has your firm been disqualified, debarred, forbidden, or found non-responsive or otherwise prohibited from providing student transportation and/or bidding on student transportation for any school district, community college district or other public agency in the State of California within the past five (5) years? YES \_\_\_\_\_ NO \_\_\_\_\_

B. Has your firm been terminated by any school district, community college district or other public agency on any transportation services in the State of California within the past five (5) years? YES \_\_\_\_\_ NO \_\_\_\_\_

C. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity or agency? YES \_\_\_\_\_ NO \_\_\_\_\_

D. Has your firm defaulted on a contract or declared bankruptcy within the past five (5) years? YES \_\_\_\_\_ NO \_\_\_\_\_

E. Has a client ever made a demand on your performance bond? YES \_\_\_\_\_ NO \_\_\_\_\_

F. Has your firm had insurance terminated by a carrier in the past 5 years due to an excessive claims history? YES \_\_\_\_\_ NO \_\_\_\_\_

**VII. REFERENCES**

The following contracts have been satisfactorily completed in the State of California, during the last five years for the persons, firm or authority indicated, and to whom reference is made:

Business/Agency Name	Contract Amount	Year
Contact	Telephone	
Business/Agency Name	Contract Amount	Year
Contact	Telephone	

Business/Agency Name	Contract Amount	Year
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Contact	Telephone
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Business/Agency Name	Contract Amount	Year
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Contact	Telephone
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## 12. AGREEMENT (SAMPLE)

### AGREEMENT (SAMPLE)

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, between the **KERN COUNTY COMMUNITY COLLEGE DISTRICT** on behalf of its college campuses, hereinafter referred to as "DISTRICT", and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR".

#### WITNESSETH

The DISTRICT and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

#### 1. SCOPE OF CONTRACT

The CONTRACTOR shall furnish, operate, and maintain one or more buses for the transportation of students and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be either within or without the DISTRICT and on any day of days during the term of the contract.

The party contracting to transport student agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the Education Code, any other governing State agency, and the said DISTRICT governing board relating to the transportation of students.

CONTRACTOR will provide services in conformance with the specifications outlined in the Student Transportation Services RFP #DO190612 and their Proposal in response to the Student Transportation Services RFP #DO190612 (the "RFP Documents"). In the event of a conflict between the provisions of this Agreement and the RFP Documents, the provisions of the RFP Documents shall control only to the extent reasonable and necessary to resolve the conflict.

#### 2. TERM OF CONTRACT

This agreement is for a one-year initial term, commencing on **August 1, 2019 and ending July 31, 2020**. At the end of the initial term, the District shall have the right to renew the agreement annually for up to four (4) additional one (1) year service periods upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the contractor. Renewal consideration will be contingent upon the CONTRACTOR's performance during the previous years of service on this contract, including conformance with all aspects of this agreement and any amendments thereto.

#### 3. CONTRACT DOCUMENTS

The complete contract includes the Notice to Bidders, the Bid Specifications, the Bid Conditions, the bid of the CONTRACTOR and its acceptance by the DISTRICT, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.

**4. PERMITS AND LICENSES**

The CONTRACTOR, his employees, and his agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.

**5. ASSIGNMENT OF AGREEMENT**

The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.

**6. INDEPENDENT CONTRACTOR**

The CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and the CONTRACTOR or, any of the CONTRACTORS's agents or employees. The CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The CONTRACTOR, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. The DISTRICT shall be permitted to monitor the activities at any time to determine compliance with the terms of this Agreement.

**7. INSERTIONS INTO AGREEMENT**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**8. ENTIRE AGREEMENT OF PARTIES**

The complete Agreement as set forth in this document constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement, exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

**9. PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY**

Contractor acknowledges:

a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, and/or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.

b. All work accomplished pursuant to this Agreement will be the sole and exclusive property of

District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.

c. Upon expiration or termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.

d. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

## 10. GOVERNING LAW

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Section 3A15 of the District's Board Policy, as follows:

### **"3A15 Claims against the Kern Community College District:**

3A15A Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

3A15B Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:

3A15B1 Claims by public entities, claims by the state department or agency, or by another public entity.

3A15B2 Claims for fees, salaries or wages, mileage or other expenses and allowances

3A15C The designated place for service of claims, lawsuits or other types of legal process upon the District is:

The Office of the General Counsel  
2100 Chester Avenue  
Bakersfield, California 93301  
(661) 336-5040

## 11. FAILURE TO PERFORM

It is agreed by the parties that time is of the essence in the performance of services to be provided by CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services, which were to have been

provided by CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR and/or its sureties. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.

## **12. TRIP SCHEDULING**

All trips shall be scheduled through approved DISTRICT/CAMPUS personnel. The CONTRACTOR, upon receipt of the scheduled trip, shall confirm with the DISTRICT/CAMPUS, either by mail, email, or telephone, one week prior to the week of scheduled trip.

## **13. TERMINATION OF AGREEMENT**

If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR and/or the CONTRACTOR's sureties, as the case may be. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT.

## **14. DEFAULT FOR NONPERFORMANCE**

The CONTRACTOR shall be considered in default and the Agreement subject to termination if:

- a. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
- b. The CONTRACTOR fails to comply with the requirements of the Agreement;
- c. The CONTRACTOR fails to adhere to bus schedules;
- d. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the DISTRICT.

## **15. WAIVER**

No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

**16. INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney’s fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor’s performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor’s failure to make payments to Contractor’s employees or consultants, if any, and/or self-employment taxes.

**17. INSURANCE**

The CONTRACTOR shall maintain insurance issued by a carrier certified and licensed to do business in the State of California and approved by the DISTRICT. Not less than thirty (30) days before new or renewed coverage is required, the CONTRACTOR shall furnish certificates of insurance for each policy on liability coverage and for Worker’s Compensation coverage. Certificates shall provide that a 30-day prior notice of cancellation will be given the DISTRICT, its governing board, its officers, its agents, and its employees from any claims for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under this contract. Such insurance shall have a minimum of \$1,000,000 general liability and auto insurance including injuries and accidental health, professional liability insurance and worker’s compensation and state disability insurance. The CONTRACTOR shall not commence work under this Agreement until he has obtained all required insurance and certificates of insurance have been delivered to and approved by the DISTRICT.

**18. WORKERS’ COMPENSATION INSURANCE**

Worker’s Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims, which may arise from his operations under the contract. In accordance with the provision of Section 3700 of the Labor Code, the CONTRACTOR shall sign and file with the DISTRICT the following statement prior to performing services hereunder:

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

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CONTRACTOR’S SIGNATURE AND TITLE

**19. HOLD HARMLESS AGREEMENT**

The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, and Employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however, caused;
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omissions of the CONTRACTOR or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and

- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention under this contract.

The CONTRACTOR at his own expense and risk shall defend any legal proceeding that may be brought against the DISTRICT or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the DISTRICT or the Board therein.

## **20. SAFETY PROGRAM**

The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this contract, who shall be required to attend regularly scheduled safety meetings at least four times per year. DISTRICT shall be notified of the date, time, and place of such meetings and shall be invited to attend.

The CONTRACTOR shall plan and implement a comprehensive safety program and shall provide a qualified driver instructor to conduct the program. The cost of such safety program shall be borne by the CONTRACTOR.

## **21. TRIP FAILURES**

In case of failure to show for a previously arranged trip, the CONTRACTOR shall remit to the DISTRICT an amount equal to the amount charged to the DISTRICT for failure to cancel. Tardiness to the extent that it is necessary to cancel the trip shall carry the same condition.

The DISTRICT may collect any extra cost incurred by default from the CONTRACTOR.

## **22. FORCE MAJEURE**

The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the DISTRICT.

The CONTRACTOR agrees that in the event of a strike, lockout and/or other loss of equipment or facilities, it will in good faith attempt to locate and employ other contractor(s) and facilities in order to provide the services agreed to in this contract. Further, that any all-additional costs incurred, if any, will be borne by the CONTRACTOR. The DISTRICT agrees to assist the CONTRACTOR, if possible, to minimize disruptions.

## **23. PAYMENTS FOR SERVICES**

On or about the first business day of each month, the CONTRACTOR shall submit invoices in the format and number of copies required by the DISTRICT for all services under this contract.

## **24. EQUIPMENT REQUIREMENTS**

All buses supplied under this contract shall be approved buses, as defined by applicable statutory or administrative codes, including the California School Bus Inspection Code, and must, in addition, meet the approval of the DISTRICT.

## **25. WHEELCHAIR**

Wheelchair buses must have a capacity of two (2) or more ambulatory passengers as certified by the California Highway Patrol. Roofs must be hi-top or extended. Ramps must have a safety

catch, which will prevent wheelchair roll off when the lift is raised. Lifts must be flat or tilted up when the bus is in a level position. In no case should the lift tilt downward, when the bus is in a level position. The lift must be operable by the driver from inside or outside the bus, or if the driver is riding on the lift.

**26. CLEANING AND REPAIRS**

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

**27. REQUIRED MODIFICATION OF EQUIPMENT**

Any installation or modification of equipment required by a change in law or regulation shall be made by the CONTRACTOR and the DISTRICT shall be notified of such work. Such required installations or modifications cost shall be borne by the CONTRACTOR and shall be scheduled in a manner that will not interfere with service to the DISTRICT.

**28. TWO-WAY RADIOS**

The CONTRACTOR will provide two-way radio equipment for each bus servicing the Agreement, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times during the term of the Agreement. Failure to maintain each radio or each bus in good working order at all times when such buses are being assigned to transport students shall be a material breach of the CONTRACTOR'S obligations pursuant to this Agreement.

**29. PUBLIC ADDRESS SYSTEMS & VIDEO**

All buses shall be equipped with an adequate public address system and video system for the purpose of playing videos on the bus.

**30. CHP RATING**

The CONTRACTOR shall, prior to the start of each school year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.

**31. CONTRACTOR'S PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT.

**32. ID BADGES**

Each CONTRACTOR employee in service to the DISTRICT shall be required to wear an identification badge supplied by the CONTRACTOR. This badge will display the CONTRACTOR'S name, the employee's name and position, and the employee's picture.

**33. BUS DRIVERS**

- a. All drivers employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain a valid Commercial Driver's License and Bus Drivers Certificate.
- b. All drivers must be in good health at all times when driving buses in service of the DISTRICT.

- c. When driving buses in service all drivers must obey traffic safety rules and no phone use or texting while driving.
- d. When driving buses in service of the DISTRICT, all drivers shall be well groomed and shall wear the uniform provided by the CONTRACTOR or college provided logo shirt.

**34. LATE SERVICE**

It is expected that bus service is to be provided on an on time basis. For purposes of evaluating the CONTRACTOR, a bus will be considered late when arriving at designated destinations fifteen (15) minutes or more after the scheduled time.

**35. UNAVAILABILITY OF BUSES**

If a bus of the size and type requested is not available for the DISTRICT's use, it is the CONTRACTOR's responsibility to arrange for a bus of the type and size required from another bus company. The CONTRACTOR shall invoice the District for buses provided by other companies at the rates specified herein. Frequent use of subcontracted buses shall be grounds for termination of this contract.

**36. REFUSAL OF ORDERS BY CONTRACTOR**

In the event that the CONTRACTOR refuses to take a DISTRICT order for bus service, and does not comply with Section 16 "Unavailability of Buses" above, the DISTRICT shall contract for the required service from another bus company of its choosing. The CONTRACTOR shall be billed 120% of the DISTRICT's expenses in contracting for the required service. Refusal of orders by the CONTRACTOR may result in termination of the contract.

**37. ADJUSTMENT OF CONTRACT RATES**

Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply. The District reserves the right to renew or cancel the contract each year effective July 1<sup>st</sup>.

**38. ACCIDENT REPORTS**

*All accidents, which involve the CONTRACTOR's personnel while in operation pursuant to this Agreement, shall be reported to the DISTRICT immediately. Accidents involving injuries to students or other persons shall be reported to the DISTRICT immediately after the CONTRACTOR is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident. Student injuries not resulting from involvement in a school bus accident bus may be reported on forms provided by the DISTRICT at its option.*

Time and mileage charges shall commence at the time and place specified in the official request for such service, and shall end when all passengers have been returned to the starting point within the DISTRICT. Each bus shall remain with the passengers unless arrangements have been made for a split

drop-off and pick-up.

In the event of DISTRICT cancellation of trips without notice prior to three (3) hours before departure time, the charge shall not exceed \$\_\_\_\_\_.

Any exceptions to be made to this Agreement must have the prior approval from the DISTRICT Chief Financial Officer or authorized designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**DISTRICT**

**CONTRACTOR**

KERN COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board Approval Date: \_\_\_\_\_

# **ATTACHMENT “A”**

## District website links and potential student transportation needs

- Kern Community College District <https://www.kccd.edu>
- Bakersfield College <https://www.bakersfieldcollege.edu>
  - BC Student Services <https://www.bakersfieldcollege.edu/student>
  - BC Student Transportation <https://www.bakersfieldcollege.edu/panorama/transportation>
  - BC Athletics <http://www.gogades.com>
- Cerro Coso Community College <https://www.cerrocoso.edu>
  - CC Student Services <https://www.cerrocoso.edu/student-services>
  - CC Athletics <http://www.cosocoyotes.com>
- Porterville College <https://www.portervillecollege.edu>
  - PC Student Services <https://www.portervillecollege.edu/student-services/student-services>
  - PC Athletics <http://portervillepirates.com>

### Example of the Bakersfield College campus shuttle schedule available at <https://www.bakersfieldcollege.edu/panorama/transportation>

#### BC to BC SouthWest Shuttle

We expanded our FREE shuttle service from BC Panorama campus to the BC SouthWest campus via the Weill Institute! The Renegade Express Shuttle transports BC students between the three campuses. The service is offered Monday through Thursday, 7 a.m. to 7 p.m., at three pickup/drop-off locations for the Spring 2019 semester.

Pickup/Drop-off locations:

1. Panorama Campus: BC Circle in front of Administration building
2. BC SouthWest Building: In front of main doors to the building
3. Weill Institute: Loading area, near the intersection of 21st Street and K Street

#### Shuttle Schedule

Depart Panorama	Depart Weill Institute	Depart SouthWest	Arrive Panorama
-	-	7:15 AM	7:45 AM
7:15 AM	7:35 AM	8:00 AM	8:30 AM
8:00 AM	8:20 AM	8:45 AM	9:15 AM
8:45 AM	9:05 AM	9:30 AM	10:00 AM
9:30 AM	9:50 AM	10:15 AM	10:45 AM
10:15 AM	10:35 AM	11:00 AM	11:30 AM
11:00 AM	11:20 AM	11:45 AM	12:15 PM
11:45 AM	12:05 PM	12:30 PM	1:00 PM

<b>Depart Panorama</b>	<b>Depart Weill Institute</b>	<b>Depart SouthWest</b>	<b>Arrive Panorama</b>
12:30 PM	12:50 PM	1:15 PM	1:45 PM
1:15 PM	1:35 PM	2:00 PM	2:30 PM
2:00 PM	2:20 PM	2:45 PM	3:15 PM
2:45 PM	3:05 PM	3:30 PM	4:00 PM
4:15 PM	4:35 PM	5:00 PM	5:30 PM
5:45 PM	6:05 PM	6:30 PM	7:00 PM

### Shuttle Guide

<b>From Panorama campus to BCSW</b>	
<b>Your BCSW Class STARTS at:</b>	<b>Catch the Shuttle from Panorama to BCSW at:</b>
8:00 AM	7:15 AM
9:35 AM	8:45 AM
10:30 AM	10:15 AM
11:10 AM	10:15 AM
1:00 PM	11:45 PM
2:35 PM	1:15 PM
4:20 PM	3:30 PM
<b>From BCSW to Panorama campus</b>	
<b>Your BCSW Class ENDS at:</b>	<b>Catch the Shuttle from BCSW to Panorama at:</b>
8:50 AM	9:30 AM

<b>From Panorama campus to BCSW</b>	
<b>Your BCSW Class STARTS at:</b>	<b>Catch the Shuttle from Panorama to BCSW at:</b>
<b>9:30 AM</b>	<b>10:15 AM</b>
<b>10:25 AM</b>	<b>11:00 AM</b>
<b>10:30 AM</b>	<b>11:00 AM</b>
<b>10:40 AM</b>	<b>11:00 AM</b>
<b>11:00 AM</b>	<b>11:45 AM</b>
<b>12:35 PM</b>	<b>1:15 PM</b>
<b>1:40 PM</b>	<b>2:00 PM</b>
<b>2:05 PM</b>	<b>2:45 PM</b>
<b>2:25 PM</b>	<b>2:45 PM</b>
<b>3:40 PM</b>	<b>5:00 PM</b>
<b>4:10 PM</b>	<b>5:00 PM</b>
<b>4:20 PM</b>	<b>5:00 PM</b>
<b>4:30 PM</b>	<b>5:00 PM</b>
<b>5:45 PM</b>	<b>6:30 PM</b>
<b>5:45 PM</b>	<b>6:30 PM</b>