

# ALTERNATIVE STUDENT TRANSPORTATION

MT. Diablo Unified  
School District



ORIGINAL



**a. ADROIT**

PART OF THE  **BEACON** FAMILY  
MOBILITY



## Executive Summary

September 13, 2024

Mt. Diablo Unified School District  
Attn: Elizabeth McClanahan, Director of Purchasing & Warehouse  
(925) 825-7440 Ext: 3740  
McClanahanE@mdusd.org

Dear Elizabeth McClanahan,

ADROIT has thoroughly reviewed the RFP #1943 2024 Passenger Vehicle Special Education Pupil Transportation Services for Mt. Diablo Unified School District.

We are delighted to present our innovative alternative transportation solution in response to this request and confirm that we have duly received all the RFP documents.

At ADROIT, our ethos revolves around empathy, care, and a steadfast commitment to making a meaningful impact in the lives of students with special needs. We deeply understand the challenges these students encounter daily and believe that transportation should never hinder their educational progress. Our journey began in 2017 with a fervent aspiration to develop a transportation system that genuinely caters to the unique needs of special needs students. Recognizing the inadequacy of a one-size-fits-all approach, we provide individualized care, consistency, and unwavering attention to ensure the safety, comfort, and overall well-being of each student throughout their journey.

More than just transportation, our mission extends to fostering a sense of belonging and providing a nurturing environment upon which students can rely. We aim to instill confidence in them as they embark on their educational endeavors, knowing they have dedicated support every step of the way.

To realize this vision, our dedicated team developed a proprietary logistical technology platform that seamlessly connects all stakeholders involved in student transportation. This platform bridges the gap between districts, counties, NPS, and school bus agencies, facilitating seamless coordination and transparent communication to prioritize the students' needs above all else.



Understanding the concerns of parents and guardians, we have developed state-of-the-art technology designed to offer peace of mind. Our innovative solution provides real-time updates on pick-up and drop-off times, route details, and any changes or delays, empowering parents to stay connected and informed throughout their children's educational journeys.

Our acquisition by Beacon Mobility in 2021 marked a significant milestone, symbolizing a collaborative effort to revolutionize the student transportation industry and elevate the level of care provided to special needs students nationwide. As part of Beacon Mobility, we are on a mission to deliver customized transportation solutions that empower districts to focus on students' growth and education.

Today, as we reflect on our journey, we take immense pride in our remarkable growth, with over 80+ district partners for small vehicle services across the United States. Our success is not merely measured by numbers but by the tangible impact we have on the lives of the students and families we serve.

At ADROIT, we are committed to upholding the highest standards of safety, security, and professionalism in student transportation. Each member of our compassionate team undergoes a rigorous screening and vetting process to ensure they are qualified, experienced, and dedicated to student well-being.

We eagerly anticipate the opportunity to establish a long-lasting partnership with Mt. Diablo Unified School District and deliver an exceptional level of transportation service. Should you, the school district, or the board have any further questions, please do not hesitate to contact Daniel Hernandez, our Chief Operating Officer, at 650-394-7474 or via email at [sales@goadroit.com](mailto:sales@goadroit.com).

**By choosing ADROIT as your student transportation partner, you can trust that your students will be in the hands of caring, responsible, and fully compliant professionals. We are committed to exceeding your expectations and delivering the highest level of service in strict accordance with all relevant requirements and regulations.**

Respectfully

A handwritten signature in black ink, appearing to be 'DH', written over a light blue circular stamp.

Daniel Hernandez  
Chief Operating Officer

**Proposal Response Summary Form**  
**RFP # 1943**  
**2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES**  
**FOR**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**

Return original Response to RFP to:

**Mt. Diablo Unified School District**

**Purchasing Department**

**ATTN: RFP#1943 2024 Passenger Vehicle Special Education Pupil Transportation Services**

**2326 Bisso Lane, Concord, California 94520**

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Contractor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Wednesday, September 18, 2024 at 10:00 a.m.**
- **Documents to be submitted to make the RFP Proposal Packet:**
  - Proposal Response Summary Form & Service Level Agreement
  - Price Sheet
  - Criminal Background Investigation/fingerprinting Certification
  - Non-Collusion Declaration
  - Bidder's Statement Regarding Insurance Coverage
  - Worker's Compensation Insurance Certificate
  - Equal Employment Opportunity Compliance Certificate
  - Drug Free Workplace
  - Tobacco-Free Environment Certification
  - Transportation Compliance Certification
  - Reference Form
  - Questionnaire

**Bidder hereby acknowledges receipt of Addenda Number(s) <sup>1</sup>9/11/24, <sup>2</sup>9/13/24 and \_\_\_\_\_.**

Company: ADROIT Advanced Technologies, Inc

Name & Title (print): Daniel Hernandez, Chief Operating Officer

Signature:  \_\_\_\_\_

Email/Phone: sales@gadroit.com / (888)778-3413

Date: 09/13/2024



# MT. DIABLO

UNIFIED SCHOOL DISTRICT

## Service Level Agreement RFP # 1943

### 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES

#### PURPOSE

The Mt. Diablo Unified School District is seeking competitive proposals to provide contracted student transportation services to public and non-public schools and county programs in passenger vehicles for Mt. Diablo Unified School District's students with individualized education programs designated to receive specialized transportation.

#### OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for the provision of District-wide student transportation services to public and non-public schools and county programs in passenger vehicles for Mt. Diablo Unified School District's students with individualized education programs designated to receive specialized transportation.

The Contractor shall provide and furnish all labor, equipment, transportation, services, licenses, permits, insurance coverage and expertise in transporting special education students and the work described herein MT. DIABLO UNIFIED SCHOOL DISTRICT. The Contractor will perform service for the MT. DIABLO UNIFIED SCHOOL DISTRICT Transportation Department located at 1490 Gasoline Alley, Concord, California for the period of **October 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27).**

#### BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of over 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

#### The District has:

- High Schools – 5
- Continuation High School - 1
- Middle Schools – 9
- Elementary Schools – 28
- Alternative & Special Education Schools – 11
- Adult Education Centers - 2

## SPECIFICATIONS

1. The successful bidder(s) shall be awarded a contract effective October 1, 2024 through June 30, 2025. Award period will be in accordance with Section 17596 of the Education Code of the State of California. The District may, according to the State of California Education Code, option to extend the contract an additional two (2) years beyond the original contract period. The District intends to award contracts to multiple contractors. Services will be contracted based on priority of pricing, availability, and service. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year in the contract period. Adjustments will be based on the same percent of increase/decrease in the San Francisco Bay Area Urban Wage Earners and Clerical Workers Consumers Price Index for the period July 1 to June 30; not to exceed five percent (5%) per year, for the remainder of the three (3) year contract; and any additional extension(s) allowable per the RFP. The district reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the district.
2. The Mt Diablo Unified School District will contract with three or more contractors for transportation services by private owned carriers for home-to-school pupil transportation. Further, the District requires that all bidders, by the act of their bidding, shall be certified in accordance with all applicable laws of the State of California.
3. All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education, California Highway Patrol, Department of Motor Vehicles, and Senate Bill 88. Your signed RFP will be considered a declaration that such equipment does, in fact, meet all safety regulations. In addition, Contractors will provide the following information to the Transportation Department within thirty (30) days of the winning bids for the initial year contract and by August 1, of each on-going contractual year, a current copy
  - A. A complete list of all drivers (include name, driver's license number, expiration date, medical expiration date.) Contractor shall notify the District in writing within ten days of any license violations.
  - B. A complete file, maintained by The Contractor containing records on all employees, drivers, or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:
    - A. Department of Motor Vehicle Record's Check - historical driving record.
    - Department of Justice (DOJ) background checks that meet or exceed state laws.

Federal Bureau of Investigation (FBI) background check, to include Child Index.

- B. Verification of enrollment in ongoing drug/alcohol testing at random and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. The Contractor shall be liable for all Drug and Alcohol Testing. No driver who fails a drug and/or alcohol test may be utilized for this Agreement.
  - C. Verification of a negative test result for Tuberculosis (TB testing).
  - D. Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment.
  - E. Training records if applicable to assignment.
4. INSURANCE: Contractor shall be liable to District for any loss or damage to District property arising from or in connection with Contractor's performance hereunder. With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in *Exhibit 1*.
- A. The following documentation shall be submitted to the District:
    - 1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
    - 2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
    - 3) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
5. The District may charge a fee of Fifty Dollars (\$50.00) for any delay of fifteen (15) minutes for to pick up a student, or the trip arrives ten (10) or more minutes late to school.
- A. These charges are assessed per vehicle.
6. **The District shall not be responsible for cancellation fee's due to a catastrophic event which results in District School Closure.**
7. **Communication** – The Contractor must have a clear, outlined plan for communication in place to communicate with the District, student's parents/guardians/educational rights

holders, drivers, and schools.

- A. Preference is given to Contractors with an online or mobile application for communication that connects parent/guardian/educational rights holder, drivers, schools, and district staff.
  - 1) Additionally, the platform must include a system to notify district staff of any parent/guardian/educational right holder calls regarding a student's ride, including the time of the call.
    - a. Contractor's must indicate if communication will be conducted exclusively through phone or text, to communicate with the parent/guardian/educational rights holder, drivers, District, and schools.
    - b. Contractor's must implement a log to document parent/guardian/educational rights holder and school calls, including those made to cancel a ride and the time of the call. This logged information must be shared with district staff on a weekly basis.
- B. Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the contractor. Contractor shall notify District of these expenses within 10 days of the completion of the trip.
- C. Approved Contractor List may/or may not physically exist in any form other than the RFP Summary which is sent to all bidders.
- D. Premium rates that are additional to RFP prices for weekend, time of the year or special event will not be considered.
- E. The District may request transportation services verbally or in writing. However, ALL orders must be acknowledged by the Contractor within **five (5) calendar days** from the date of the order on the Contractors standard confirmation form. In the event the District does not receive a confirmation, the District may choose to nullify the request and move to the next responsible bidder.
- F. The District recognizes its liability toward vandalism to the Contractor's property by its passengers. Damage is to be reported to the District person in charge prior to departing site after completion of trip. The district demands the right to inspect all damage claimed by the Contractor to have been caused by District passengers. Said inspection will be made not later than the next school work day following notification by the Contractor. Two written estimates for repair must be submitted to the Director of Transportation for approval prior to



repairs being made. No compensation will be given to the Contractor for such damage unless authorized by the Director of Transportation.

- G. All prices shall be typewritten or handwritten on RFP Forms and stated in whole dollars (no cents or decimal points, both numerical and long hand) Leave spaces blank if no price is shown. Prices shall include all applicable taxes.
- H. The District requires all equipment used by bidders to carry a First Aid Kit (one (1) kit that accommodates the amount of passengers the vehicle can accommodate). In case of an emergency, District recognizes that first aid supplies are to be administered and used by District Staff/Supervisors riding on the bus with students.
- I. **NONDISCRIMINATION CLAUSE (OCP-1).** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee of applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.9 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- J. Included is a copy of the rules for home to school and extra-curricular activities for school and charter bus use. The District expects carriers to implement District rules.
  - 1) Tobacco Free District. The Mt Diablo Unified School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in the District Vehicles.
  - 2) Drug Free District. The Mt Diablo Unified School District has been designated as a drug-free District (Gov Code Section 8350 et seq.) Use of drugs is prohibited at all times on all

areas of District property and in the District Vehicles.

### **DRIVER RESPONSIBILITIES**

- A. The driver shall ensure the vehicle has passenger safety restraints installed (seat belt) at all times, must be visible and working properly; age-appropriate restraint equipment such as safety vests, booster chairs and car seats, as requested by the District, shall also be the responsibility of the Contractor.
- B. The driver shall maintain the vehicle in a clean, safe and reliable mechanical condition, free from offending odors.
- C. Vehicles shall not transport more than 5 students at one time.
- D. Vehicle will be clean at all times of service.
- E. A vehicle shall not be put into motion until all passengers are seated (CCR121/E). All passengers must remain seated while the vehicle is in motion.

### **SPECIAL CONDITIONS**

#### **A. Inspection Reports**

1. It is agreed that upon starting date of the contract the Contractor must furnish the District proof in the form of inspection reports or that all passenger vehicles used to transport students have been inspected by an authorized mechanic and is maintained on a schedule.

It must meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code.

2. Contractor agrees to maintain a satisfactory rating with the Department of Motor Vehicles. Failure to maintain this rating shall be justification for immediate exclusion from the Contract. Contractor must furnish proof of this rating with submission of RFP documents.
3. Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers operating under the jurisdiction of the Public Utilities Commission as provided for in the Education Code Section 39830.

## B. Accident & Operational Reports

1. All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported both orally, and in writing to the District within twenty-four (24) hours, according to the following procedures:
  - a. Contractor shall immediately notify the District's Transportation Department at (925) 825- 7440 ext. 3710 day and evening and Director of Transportation at (310) 251-3693 of any accident while a student of the district is in vehicle and describe whatever information is available at the time.
  - b. Contractor shall continue to provide oral updates to the District's Director of Transportation as soon as new information becomes available.
  - c. Contractor shall provide a written report to the District's Director of Transportation via email at [lepec@mdusd.org](mailto:lepec@mdusd.org) within 24 hours.
  - d. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation regarding an accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.
  - e. The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District's request.
  - f. The purposeful provision of false, or inaccurate records by the Contractor to the District shall constitute a failure to perform and may result in the termination of this contract.
2. **Complaints** Contractor shall keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parent/guardian/educational rights holder, students, school-related service providers, non-public schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

C. **Submission of Documents by Successful Bidder(s)**

Ten (10) working days from the notification by the District to the awarded Contractor(s) have been allowed for successful bidder(s) to submit additional data required in the RFP documents. It is believed this is sufficient time to fulfill the District's RFP requirements prior to the commencement of the contract on October 1, 2024. If the successful Contractor does not comply with the requirements, consideration must be given to the next lowest responsible/responsive bidder.

D. **Disputes**

1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by this agreement shall be decided by the Superintendent or designee. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith.
2. In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Superintendent or designee.

E. **Compliance Requirements**

1. The District has determined under Education Code section 45125.1 subdivision (c) that in performing services pursuant to the scope of work in this RFP, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice, including a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.
2. The Contractor shall maintain records on all employees, drivers, or sub-Contractors that demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:
  - a. Department of Motor Vehicle Record's Check - historical driving record.  
Department of Justice (DOJ) background checks that meet or exceed state laws.  
Federal Bureau of Investigation (FBI) background check, to include Child Index.

- b. Verification of enrollment in ongoing drug/alcohol testing at random and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. The Contractor shall be liable for all Drug and Alcohol Testing. No driver who fails a drug and/or alcohol test may be utilized for this Agreement.
    - c. Verification of a negative test result for Tuberculosis (TB testing).
    - d. Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment.
    - e. Training records if applicable to assignment.
3. Contractor shall not permit any employee to perform services that may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.
4. **Vehicles.** As part of its Services and for the compensation set forth in this Agreement, the Contractor agrees to coordinate the supply of such passenger vehicles (the "Vehicles"), including High-Capacity Vehicles as may be necessary to lawfully address the transportation requirements of District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.
  - a. Vehicles will be maintained according state regulations and specifications with records and/or inspection reports(s) made available upon request.
  - b. Vehicles will be clean at all times of service.
  - c. Vehicles shall not transport more than 5 students at one time.
  - d. Vehicles shall not be more than 15 years old.
  - e. The Contractor shall maintain all vehicles in a clean, safe and reliable mechanical condition, free from offending odors.
  - f. The Contractor shall ensure all vehicles have passenger safety restraints install (seat belt) at all times, must be visible and working properly; age-appropriate restraint equipment such as safety vests, booster chairs and car seats, as requested by the District, shall also be the responsibility of the Contractor.
  - g. The Contractor shall provide wheelchair-accessible vehicle as needed with proper tie down securement when vehicle is in motion.
  - h. The Contractor shall provide to the District upon request, a list of all vehicles used under the contract which states the description of each vehicle, license

- plate number, model and year.
- i. The District reserves the right to audit all vehicles and equipment, along with applicable vehicle records at any time.
5. Contractor shall defend, indemnify, protect and hold the District agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code Section 45122.1
- a. Contractor shall certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.
6. Failure to abide by one or more of these rules may result in the loss of bus driving privileges.
7. Each bus driver will be responsible for all passengers at all times, except when students are under the sole jurisdiction of a faculty member.

### **SCOPE OF WORK**

The successful contractor shall provide student transportation services for Mt. Diablo Unified School District's special education students and transportation services for non-public schools and county programs.

### **AGREEMENT**

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District's Transportation Services RFP includes these expectations that must be agreed to prior to entering into this agreement.

**This is a one (1) year RFP from July 1, 2024 through June 30, 2025, with the possibility of two (2) one-year extensions, July 1, 2025-June 30, 2026 and July 1 2026-June 30, 2027.**

1. All services specified will be purchased from the successful selected Bidders. The District reserves the right to add or remove students to the home-to-school list as necessary due to school demand.

2. It is understood and agreed that the Contractor's pricing includes all ordinary and extraordinary costs for home-to-school transportation, and the District shall not be responsible for any additional costs, except as otherwise explicitly provided for in this Agreement.
3. The prices set forth in the Fee Schedule, which the District shall pay the Contractor via monthly invoice for services provided, shall be firm through June 30, 2025.

**TERMS AND CONDITIONS:**

- A. AGREEMENT. Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder's signed RFP and the Mt. Diablo Unified School District's written acceptance or purchase order shall constitute a contract.
- B. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.
- C. AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- E. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- F. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- G. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- H. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.

- I. CONTRACTOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct name plate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Contractor shall at all times furnish and maintain sufficient number of passenger vehicles or passenger vans to perform the work of this contract. All passenger vehicles must be kept in clean, maintained, and in good repair.
- J. DAMAGE. The Contractor shall be held responsible for any breakage or loss resulting from vehicle accidents or impacts.
- K. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in (Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.
- L. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the transportation services.
- M. RIGHTS RESERVED.
- a. **Rejection**. The Mt. Diablo Unified School District reserves the right to reject any or all RFPs or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
  - b. **Cover**. Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
  - c. **Severability**. If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- N. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.



- O. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- P. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- Q. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- R. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- S. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.
- T. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- U. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.

- V. INDEPENDENT CONTRACTOR This Contract is by and between District and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- W. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- X. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**PRICING**

Pricing Sheet can be found on Attachment A. *Please complete and return with your Proposal.*

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200 Houston, Texas 77040

Signature:  \_\_\_\_\_

Print Name: Daniel Hernandez

Title: Chief Operating Officer

Email: sales@goadroit.com

Phone: (888) 778-3413

**MT. DIABLO UNIFIED SCHOOL DISTRICT:**

District Address: 1936 Carlotta Drive, Concord, California 94519

Date: \_\_\_\_\_

Authorized Signature: 

Print Name: Adrian Vargas

Title: Chief Business Officer

**TRANSPORTATION DEPARTMENT:**

Contact Person, Title: Cristian Lepe, Director

Warehouse and Office Address: 1490 Gasoline Alley, Concord, California 94520

Email: [LepeC@mdusd.org](mailto:LepeC@mdusd.org)

Phone: (925) 825-7440 Ext. 3705

**Attachment A  
PRICING SHEET**

**RFP #1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES**

**\*\* Please refer to our Proposal Pricing Schedule Definitions**

Minimum Hours (time in service of transporting pupil if applicable)	Base Fare (including regulatory fees & per ride California Access for All Fee)	Per Mile fee or Mileage brackets	Vehicles with an enclosed backseat (partition)	Excess Mileage - Fee	Vehicle for non-ambulatory students	Additional costs
One way trip first 10 miles included	\$ 74.00 Sedan (Up to 3 students)	\$2.65 per mile after the included 10 miles	\$ N/A	\$	\$150.00 (Ramp for access, 1 student)	\$ 85.00 Large Vehicle (3 Rows, up to 5 Students)
Written amount:	Seventy-four dollars	Two dollars and sixty-five cents			One hundred and fifty dollar	Eighty Five dollars
% or Dollar Amount Discount Offered for Early Payment: <u>          N/A          </u>						

**\*\* Please refer to our Proposal Pricing Schedule Definitions**

CANCELLATION FEES	Dollar Amount
Less than 24 hours prior to pick up	\$ 0
<i>Written amount-long hand</i>	zero dollars
8 hours prior to pick up	\$ 0
<i>Written Amount-long hand</i>	zero dollars
From 2 hours before scheduled pick up	\$ 0
<i>Written Amount-long hand</i>	zero dollars

Safety Equipment (Per equipment/student-vehicle/ride)	\$5.00	No-Show or Late Cancel	\$ Full price of ride
Ride Monitor (Per hour, 2 hours minimum per ride)	\$40.00	Tolls (If applicable)	\$ TBD
Wait Time (Per hour, billed in 15-minute increments)	\$60.00	Hard to Serve (If Applicable)	\$ TBD

***Bidder shall honor RFP prices for ninety (90) days or for the stated contract period  
- whichever is longer***

***RFPs must be on these RFP forms and signed by Contractors'/Bidders'  
authorized representative***

***RFP will be declared invalid unless signed by the authorized representative  
making this quote***

**I have read, understand, and agree to the terms and conditions on all pages of RFP #1943.  
The undersigned agrees to furnish the service stipulated in this RFP as stated above.**

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Phone No.: (888) 778-3413

Email: sales@goadroit.com

Name & Title (print): Daniel Hernandez, Chief Operating Officer

Signature:  \_\_\_\_\_

Date: 09/13/2024

**Attachment B**  
**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT**

between the Mt. Diablo Unified School District (“District”) and

ADROIT Advanced Technologies, Inc

---

(“Contractor” or “Bidder”)

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of *Education Code section 45125.1* with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in *Education Code section 45122.1*. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project sites and the employees of the Subcontractor(s) that will be on the Project sites are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**Attachment C**  
**NON-COLLUSION CERTIFICATION**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**Public Contract Code § 7106**  
***(To Be Submitted with Proposal)***

The undersigned declares:

I am the Chief Operating Officer **[PRINT YOUR TITLE]**

of ADROIT Advanced Technologies, Inc **[PRINT FIRM NAME]**

the party making the foregoing Contract.

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


Any person executing this declaration on behalf of a bidder 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 bidder.

**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 the following date:**

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200 Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**Attachment D**  
**BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To Be Submitted With RFP)*

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in **Request for Proposal #1943 – 2024 Passenger Vehicle Special Education Pupil Transportation Services for Mt Diablo Unified School District**. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified. Term levels specified in *Exhibit 1 of RFP*.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer



**Attachment E**  
**WORKER'S COMPENSATION INSURANCE CERTIFICATE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be submitted with RFP)*

The Contractor shall execute the following form as required by the *California Labor Code, Sections 1860 and 1861*:

I am aware of the provisions of *Section 3700 of the Labor Code*, which require every employer to be insured against liability for 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 of this contract.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**Attachment F**  
**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES FOR**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**Equal Opportunity Clause**

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965*, during the performance of each contract with the Mt. Diablo Unified School District, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
  
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each Subcontractor or Contractor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Certification on Non-Segregated Facilities**

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**Attachment G**  
**DRUG-FREE WORKPLACE CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT**  
between Mt. Diablo Unified School District (the “District” or the “Owner”) and

**ADROIT Advanced Technologies, Inc**

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(the “Contractor” or the “Bidder”)

This Drug-Free Workplace Certification form is required from the successful Bidder 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of *Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990*.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person’s or organization’s policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to RFP 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 RFP by the terms of that statement.

I also understand that if the District 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 termination, suspension of payments, 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 sections 8350 et seq.* and hereby certify that I will adhere to the requirements of the *Drug-Free Workplace Act of 1990*.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**Attachment H**  
**TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
*(To Be Submitted With RFP)*

**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES FOR MT. DIABLO UNIFIED SCHOOL DISTRICT:**  
between Mount Diablo Unified School District (the “District” or the “Owner”) and  
ADROIT Advanced Technologies, Inc  
(the “Contractor” or “Bidder”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, *20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq.* and *District Board Policies*, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature: 

Print Name: Daniel Hernandez

Title: Chief Operating Officer

END OF DOCUMENT

**Attachment I**  
**TRANSPORTATION COMPLIANCE CERTIFICATION**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL**  
**TRANSPORTATION SERVICES**  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**AB 636 (Jones), AB 951 (Lieu)-Charter-Party Carriers Compliance Form, SB 1072/VEH Section 28160-Child Safety Alert Systems, and SB 88 (Skinner)-Pupil Transportation: Driver's Qualifications**

- Effective January 1, 2010, all Charter Companies must be fully compliant with the regulations for the State of California AB 636 and AB 951.
- Effective July 1, 2022 all Charter Companies must be fully compliant with the regulations for the State of California SB 1072/Vehicle Code Section 28160.
- Effective January 1, 2024, all drivers must be fully compliant with the new regulations for State of California SB 88.

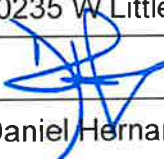
**Please review the attached documents, pages 55-72.** Sign and date this form confirming that your company is fully compliant with these new regulations.

AB 636 (Jones) Charter-party carriers: Bus drivers	Compliant?	<input checked="" type="checkbox"/> Yes	No
AB 951 (Lieu) Charter-party carriers	Compliant?	<input checked="" type="checkbox"/> Yes	No
California Code, Vehicle Code - VEH § 28160 Child Safety Alert Systems	Compliant?	<input checked="" type="checkbox"/> Yes _____	No _____
SB 88 (Skinner) Pupil transportation: driver qualifications.	Compliant?	<input checked="" type="checkbox"/> Yes _____	No _____

Date: 09/13/2024

Company Name: ADROIT Advanced Technologies, Inc

Address: 10235 W Little York Rd, Suite 200, Houston, Texas 77040

Signature:  \_\_\_\_\_

Print Name: Daniel Hernandez

Title: Chief Operating Officer

**REFERENCE FORM**  
**RFP # 1943 - 2024 PASSENGER VEHICLE SPECIAL EDUCATION PUPIL  
TRANSPORTATION SERVICES  
MT. DIABLO UNIFIED SCHOOL DISTRICT**  
*(To be Submitted with Response)*

**Reference #1** **\*\* Please refer back to our proposal for more References.**

Name and Title: Sri Venkat - Staff Secretary, SpEd & Transportation

Organization: Sunnyvale School District

Phone Number: (408) 522-8200 ext. 1029

Email: Srividhya.venkatasubramanian@sesd.org

Number of years you have been serving this customer: 4 Years

Is this a K12 School District?  YES NO

**Reference #2**

Name and Title: Scott Hanson

Organization: Esther B. Clark

Phone Number: (650) 688-3634

Email: shanson@chconline.org

Number of years you have been serving this customer: 4 Years

Is this a K12 School District?  YES NO

**Reference #3**

Name and Title: Maggie Spehar- Director of Student Services

Organization: Cambrian School District

Phone Number: (669) 268-6008

Email: speharm@cambriansd.com

Number of years you have been serving this customer: 4 Years

Is this a K12 School District?  YES NO

Mt. Diablo Unified School District