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Enactment Date	12/11/13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** The Board of Education

**From** Gary Yee, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by  
Procurement)

**Subject** Professional Services Contract -  
American Logistics Company, LLC, Santa Ana, CA (contractor, City State)  
Programs for Exceptional Children (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and American Logistics Company, LLC. Services to be primarily provided to Programs for Exceptional Children for the period of 07/20/2012 through 7/20/13.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Some students' Free and Appropriate Public Education requires accessing special education services/programs in another district. In these cases, the district of residence is responsible for transporting students to the recommended school site. The District's contract with the school bus company only covers transport to schools with the Oakland Unified School District. A contract with a company that provides an alternative transportation method ensures that all students are provided with transportation. A contract for services between OUSD and American Logistics, Santa Ana, CA, for the latter to provide transportation services as requested by the District each school day to follow school calendar. American Logistics uses reasonable efforts to coordinate transportation of students including the pick up and drop off times and locations during each school day to ensure that the student will arrive to school and home on time.

**Discussion**  
*One paragraph summary of the scope of work.*

**Recommendation** Approval of professional services contract between Oakland Unified School District and American Logistics Company, LLC. Services to be primarily provided to Programs for Exceptional Children for the period of 07/20/2012 through 7/20/13.

**Fiscal Impact** Funding resource name (please spell out) Transportation  
Transportation not to exceed \$ 250000

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications



## INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into as of July 20th, 2012 between American Logistics Company, LLC ("Contractor") and Oakland Unified School District (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. The District will reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Contractor Services

District may request, from time to time, that Contractor perform transportation services, which Contractor may agree to perform. To the extent accepted by Contractor, Contractor agrees to provide such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. The Contractor's services provided pursuant to this Agreement are sometimes referred to herein as the "Services."

### 2. Term

The term of this agreement shall commence on July 20th 2012, and shall terminate July 20th, 2013. With the possibility of extending yearly agreed upon by both parties.

### 3. Fees for Service

The Contractor shall be paid the agreed sum based on fees outlined on Attachment 1. The Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of the Contractor's invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the rate of one and one-half percent per month commencing with the date of the invoice until payment is actually received by Contractor.

### 4. Vehicles



The Contractor agrees to supply, at its sole cost and expense, such vehicles, (the "Vehicles") as may be necessary to lawfully perform the Services. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all Vehicles used in transporting students.

5. Contractors Personnel

The Contractor shall, at its sole cost and expense, provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by the Contractor to perform the Services. While Contractor may use independent contractor drivers to provide Services under this Agreement, Contractor shall at all times remain responsible for the provision of Services under this Agreement. The Contractor expressly represents and warrants to the District that its personnel, including independent contractor drivers, are trained, tested and properly licensed to perform the Services.

6. Contractors Insurance

The Contractor shall at its sole cost and expense obtain and maintain in full force and effect during the term of this agreement general liability and automobile (common carrier) insurance issued by insurance companies licensed to do business with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment).

7. Fingerprint Clearance

~~To the extent required under applicable law, rule or regulation applicable to the provision of Services,~~ The Contractor shall require each employee or independent contractor driver in a position requiring contact with students to be fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying that none of its employees and independent contractor drivers has been convicted of or pleaded nolo contendere to a felony or any sex offense. *JM*

8. Health and Safety (Tuberculosis Testing)

~~To the extent required under applicable law, rule or regulation applicable to the provision of Services,~~ The Contractor shall require that all independent contractor drivers and other individuals who may come in contact with student(s) provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. The Contractor shall keep a copy of said information in the independent contractor driver or employee file. *JM*



9. Drug and Alcohol Testing

~~To the extent allowed under applicable law, rule or regulation applicable to the provision of Services,~~ The Contractor shall require that all employees and independent contractor drivers and other individuals who may come in contact with student(s) shall be subjected to pre-employment or pre-contract, just cause and on-going random drug and alcohol testing in accordance with the requirements of federal law. Contractor agrees to immediately dismiss any employee or independent contractor driver who tested positive for drugs or alcohol in violation of applicable law, rule or regulation.

A handwritten signature in black ink, appearing to be 'Jm', located to the right of the text in section 9.

10. Assignment of Contractor's Rights

Except as it relates to the hiring of independent contractor drivers, the Contractor shall have no right to assign its rights or obligations under this Agreement, it being understood that this is a personal services agreement.

11. Indemnity of the District

The Contractor hereby agrees to indemnify defend and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or the Contractor and/or any student(s), in connection with the provision of the Services, however caused, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of the Contractor in connection with the provisions of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums



due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

### 13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor during the one (1) year period preceding the date of this Agreement and thereafter.

### 14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Katy Babcock  
Oakland Unified School District  
2850 West Street, Oakland CA 94608

To Contractor: Craig Puckett, President  
American Logistics Company, LLC  
520 W Dyer Road, Santa Ana, CA 92707  
Ph (866) 999-3371 Fax (714) 891-2502

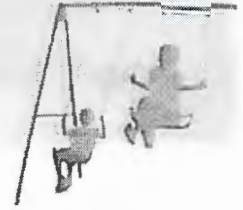
Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

### 15. Entire Agreement

This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

### 16. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.



17. Attorney Fees

~~In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.~~ — *JSM*

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

DISTRICT

By: Sheilagh Andujar  
Its: Associate Superintendent

Signed: *Sheilagh Andujar*

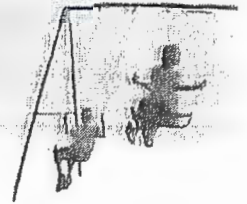
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: *[Signature]*  
Attorney at Law

CONTRACTOR

By: Craig Puckett  
Its: President

Signed: *[Signature]*

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).



The Oakland Unified School District

12/2/13

David Kakishiba  
President, Board of Education

12/2/13

Dr. Gary Yee,  
Acting Superintendent and Secretary, Board of Education



**ATTACHMENT 1 - Fees for Service**

1. Contractor shall be paid per **one-way** route in accordance with the following pricing formula:

- a. \$35.00 Trip fee\*; plus
- b. \$2.50 per mile; plus
- c. \$25.00 per wheelchair (if needed); plus
- d. \$5.00 per car seat (if needed); plus
- e. \$60.00 trip minimum applies; plus
- f. \$60.00 Wait fee per hour (if needed)

\* A trip could be one student or up to 7 students in a vehicle

Example: 7 students going to school, 25 miles

1. Trip fee (1 X \$ 35.00)	= \$ 35.00
2. Mileage (25 X \$ 2.50)	= \$ 62.50
3. Wheelchair (0 X \$ 25.00)	= \$ 0.00
<hr/>	
Route Cost (one-way)	= \$ 97.50
 Roundtrip x 2	 = \$ 195.00
Cost per student per day	= \$ 27.86

Mileage charges are based on actual miles as determined by MapQuest®. The mileage is based on the route from the pickup farthest away from the destination to the next pick up and so on. The Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software. The routes shall be plotted in the most efficient sequence using the MapQuest's fastest route directions to determine miles for each leg of the trip. Each leg of the trip shall be rounded up to the nearest quarter mile. All trip legs shall be totaled and rounded up to the nearest whole mile for the purpose of determining the mileage for each trip.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.





## 2. Fuel Surcharge

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (Cents per Gallon) on the following website:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

## 3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. ALC requires 24 hour notice to remove a student from the route.

The District may access a detailed copy of each route including the mileage for each leg of the trip from the Contractor's website.

## 4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to the contractor at that time.

Routes will be optimized from time to time as deemed necessary by the Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required)

## Contractor Information

Contractor Name	American Logistics Company, LLC	Agency's Contact	Craig Puckett			
OUSD Vendor ID #	1004121	Title	Director			
Street Address	520 West Dyer Road	City	Santa Ana	State	CA	Zip 92707
Telephone	(866) 999-3371	Email (required)	mcarey@americanlogistics.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
7230	Special Ed	9999000304	5825	\$ 250,000.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	
			\$ 250,000.00	

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Phone
	Site / Department		Fax
	Signature		Date Approved
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships		
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)		
	Signature		Date Approved
3.	Signature (if using multiple restricted resources)		
	Signature: Sheilagh Andujar, Associate Superintendent		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work		
4.	Signature: <i>Sheilagh Andujar</i>	Date Approved	8/12/13
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000		
5.	Signature: <i>Mania Santos</i>	Date Approved	11-6-13
	<b>Superintendent, Board of Education</b> Signature on the legal contract		
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason
Date Received			Date
<b>Procurement</b>	Date Received	PO Number	

