



Irvine Unified School District
Orange County, California

IRVINE UNIFIED SCHOOL DISTRICT

BID #13/14-04TS

Individualized Transportation Services

BID OPENING: May 15, 2014 at 1:00PM

Contact: Tanisha Grattan

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY, IRVINE, CA 92604
949-936-5212

Email: tanishagrattan@iusd.org



Bid #13/14-04TS Individualized Transportation Services

Table of Contents

NOTICE CALLING FOR BIDS	3
CALENDAR OF EVENTS	4
BID OBJECTIVE	5
INFORMATION FOR BIDDERS	6
*BID FORM	16
*BID FORM PRICING SHEET	19
*INFORMATION REQUIRED OF BIDDER.....	25
*DESIGNATION OF SUBCONTRACTORS.....	37
*NONCOLLUSION DECLARATION	38
*BID BOND	39
GENERAL CONDITIONS	41
+WORKERS' COMPENSATION CERTIFICATE	50
+AGREEMENT	51
+DRUG-FREE WORKPLACE CERTIFICATION	57
NOTICE REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1).....	59
+CRIMINAL RECORDS CHECK CERTIFICATION	60
+PAYMENT BOND.....	61
+TOBACCO USE POLICY	63
+W-9	64

***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING,
THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH CONTRACTOR/ SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.



NOTICE CALLING FOR BIDS

DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT

BID DEADLINE: May 15, 2014 at 1:00PM

PLACE OF RECEIPT: Irvine Unified School District
Transportation Department
100 Nightmist, Irvine, California 92618.

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **INDIVIDUALIZED TRANSPORTATION SERVICES BID NO. 13/14-04TS**

Go to http://www.iusd.org/district_services/purchasing/index.html to download the full Bid Documents.

A mandatory bidders meeting will be held on May 7, 2014 at 10:00AM at Irvine Unified School District, Transportation Office, 100 Nightmist, Irvine, California, 92618. The bidders must attend the entire bidders meeting. Any bidder failing to attend the entire bidders meeting will have its bid returned unopened.

Time is of the Essence. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in an amount not-less-than ten percent (10%) of the total annual bid price, payable to the District.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Any questions regarding bid documents should be reduced to writing and faxed or e-mailed to Tanisha Grattan at (949) 936-5219 or tanishagrattan@iusd.org

Publication Dates: April 25 and May 2, 2014

Newspaper: OC Register



CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	April 25, 2014 May 2, 2014
Mandatory Bidders Meeting	Transportation Department 100 Nightmist Irvine, CA 92618	May 7, 2014 10:00 am
Last Day to Submit RFIs/Questions	TanishaGrattan@iusd.org	May 9, 2014 1:00 pm
Response to Questions/RFIs Posted	IUSD Website	May 12, 2014
Bid Due	Transportation Department 100 Nightmist Irvine, CA 92604	May 15, 2014 1:00 pm
Intent to Award Posted	IUSD Website	May 19, 2014
Protest Deadline		May 23, 2014
Board of Education Action		June 3, 2014



Bid Objective

The Irvine Unified School District will require individualized, door to door, transportation services for incidental student trips that the District cannot accommodate using District/Contractor school buses and drivers. These services will be used on an “as needed” basis and will be solely determined by the District.

Contractor shall furnish, operate and maintain Orange County Taxi Administration Program (OCTAP) or (TCP) certified drivers and vehicles for the transportation of students at such times and places as may be specified by the District. Contractor shall comply with the rules and regulations governing the operations of charter-party carriers of passengers pursuant to Chapter 8 of Division 2 of the Public Utilities Code. Such transportation may be either within or without the District on any day or days during the term of this contract.

Contractor will be paid for each trip according to the rates awarded. The District will not be charged “over hours” for any delays due to bidder’s equipment failure or driver performance.



INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Transportation Department, 100 Nightmist, Irvine, CA 92618**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid number and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Copies. Three (3) sets (one (1) original and two (2) copies) of the bid documents must be submitted.

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.



6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to the Irvine Unified School District five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

9. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

10. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance



with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

11. **Bid Security.** Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ~~ten~~ percent (10%) of the total bid price payable to the District and shall be given as a guarantee that the bidder, if awarded the contract, will execute the agreement within five (5) working days after notice of award of the contract and will furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the District the Worker's Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Tobacco Use Policy, if applicable, all within five (5) working days of the notice of award of the contract or as otherwise requested by the District. It is understood and agreed that should bidder fail or refuse to return these documents as required by the District, the bid security shall be forfeited to the District. If Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Bid Documents. All security deposits will be refunded when the contract, offered by the District, has been executed by the Contractor.

12. **Term of Contract.** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and successful bidder(s) for an additional four (4) one year periods in accordance with provisions contained in the Education Code, section 17596 (K-12). Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index (CPI) but may never exceed five percent (5%) in any contract year.

13. **Agreement.** The Agreement (also referred to as "Contract") associated with this bid contains language allowing for the renewal of transportation services for additional fiscal school years upon mutual consent of the District and the awarded Contractor, as allowed under Ed Code § 39803. The Agreement which the contractor will be required to execute is included in the bid documents.

14. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the contract, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

15. **Award of Contract.** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Governing Boards and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids.

16. **Prices.** All prices must remain firm for the entire term of the contract. The District shall grant, upon written request, a price adjustment to compensate for inflation. This



adjustment must be requested prior to March 31st of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles, Riverside and Orange County areas for the period ending March 31st of the given contract renewal.

17. Tax Included. All sales, use of other taxes, (if any) are the responsibility of the bidder. Price stated on the Bid Form is “final price” with no “add-ons” permitted.

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

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District.

In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

15. Listing Subcontractors. Bidder shall complete a Designation of Subcontractor form if bidder will subcontract for vehicles and/or drivers. Such subcontracting shall be subject to District’s approval. District will allow successful bidder to subcontract for vehicles and/or drivers ONLY if successful bidder can provide documentation showing that its subcontractor(s) has/have complied with all District requirements for vehicles and drivers set forth in Sections 16, 17, 18, 22, 23, 24, 25, 28, 30, 31 of the Information for Bidders and in the General Conditions. If District, in its sole and absolute discretion, determines that such subcontractor does not meet District’s requirements, then successful bidder shall be required to perform the services with its own vehicles and drivers meeting the requirements of the District.

16. Experience Factor. Bidders are to have at least five (5) years of successful experience in providing services similar in size and scope to the requirements of this bid. All services are to be performed by trained and licensed personnel fully experienced in performing the services required.

17. Vehicles. Successful bidder shall own, operate, and maintain one or more appropriate vehicles for the transportation of students and other persons at such times and places as may be specified by the District.



18. Districts' Right to choose Suitable Transportation. The District shall be the sole judge as to the requirements needed by their schools, students and employees in requesting transportation services. If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved by the District, the driver and/or vehicle will be refused and returned. Other arrangements will be made by the District and charged to the bidder.

19. Time is of the Essence. All services must be completed within the time limits set forth in the bid documents. It is agreed that failure to perform the services described herein within the time limits required will result in successful bidder being liable to the District, in an amount of cost plus 10% for each consecutive calendar day that services are not performed as required within the time limits required by the District. Such damages shall be deducted from any payments due or to become due to the successful bidder.

20. Unscheduled School Closing. The District shall not be obligated to accept or pay for any services of the bidder on those days when the schools of the District are closed to insure the health or safety of the students or for any other lawful reason.

21. Utilize Care Around Schools and Children. Bidders acknowledge that the services to be performed under the contract may be done around schools and around children. Bidders shall advise all employees to use care, respect and discretion when working in these surroundings.

22. Personnel. All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any driver and shall notify the successful bidder in writing. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the District's contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment, random drug testing on all drivers involved in transporting students and other persons for the District. Post-accident drug testing will be performed in a manner consistent with District transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

23. Record Keeping and Accident Reports. Bidders will be required to provide records deemed necessary by the District, which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The successful bidder will be required to notify District on a daily basis regarding any student who is scheduled for



services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the District cancels service for that student. Bidders shall immediately report to the District all accidents involving the bidder's equipment or personnel while transporting District personnel and/or students.

24. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. District may request that such certificates and endorsements are completed on District's provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

Successful bidder shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an "X" is required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

CERTIFICATE/ENDORSEMENTSMINIMUM LIMITS PER
OCCURRENCE

<u> X </u> / <u> </u> Worker's Compensation	Insured – Statutory <u>\$1,000,000</u>
	Self-insured <u>\$1,000,000</u>

<u> X </u> / <u> </u> Employer's Liability	<u>\$1,000,000</u>
() Broad Form-All States Endorsement	
() Other	

<u> X </u> / <u> X </u> Comprehensive General Liability	<u>\$1,000,000</u>
---	--------------------

(X) Premises and Operations	() Explosion Hazard
(X) Contractual Liability	() Collapse Hazard
(X) Independent Bidders	() Underground Hazard
() Product/Completed Operations	() Garage Keepers Legal Liability
(X) Broad Form Property Damage	() Hanger Keepers Legal Liability
(X) Personal Injury	
(X) Broad Form Liability Endorsement	
() Fire Legal Liability	
() Watercraft Liability	
() Incidental Medical Malpractice	

<u> X </u> / <u> X </u> Vehicle (including auto) Liability	<u>\$5,000,000</u>
(X) Owned Vehicles	
(X) Non-owned Vehicles	
(X) Hired Vehicles	



() Other Rider to cover District employees driving Contractor's buses or equipment

(X) Sexual Abuse or Molestation

\$1,000,000

For all insurance coverage provided by successful bidder, the following terms apply:

A. All liability policies are to contain, or be endorsed to contain, the following provisions:

1. Successful bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the successful bidder; products and completed operations of the successful bidder; premises owned, occupied or used by the successful bidder; or automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employee's agents, and representatives.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful bidder, reduces in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

B. The successful bidder agrees to purchase all required insurance at successful bidder's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.

C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Successful bidder shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Ratings) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of



California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

- E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the successful bidder (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The successful bidder shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.
- F. All insurance policies required from the successful bidder shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the successful bidder's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- G. All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the Cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

- H. All insurance policies and coverage shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- I. If successful bidder's Professional Liability policy is a "claims made" policy, successful bidder shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- J. The comprehensive General Liability policy shall contain a severability of interest clause.
- K. The successful bidder is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The successful bidder will comply with such provisions and shall furnish the District satisfactory evidence that the successful bidder has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.



L. The procuring of such required policy or policies of insurance shall not be construed to limit successful bidder's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

25. Licenses and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract. Bidders shall meet all requirements of the U.S. Department of Transportation, California Department of Transportation, the California Department of Education, the California Public Utilities Commission, California Department of Motor Vehicles, California Highway Patrol, including but not limited to Driver Training Procedures, Driver Records, Vehicle Maintenance Procedures, vehicle maintenance records, accident reports, and any other law, rule, regulation, or procedure pertaining to the transportation of children/students.

26. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State 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 successful bidder agrees to require like compliance by any subcontractors used by such bidder.

27. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to indemnify and hold harmless the District, their Governing Boards, officers, agents, and employees and provide the required insurance as set forth in the General Conditions.

28. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

29. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-notarized noncollusion declaration

30. Tobacco-Use Policy. The successful bidder shall agree to enforce a tobacco-free work site.

31. Criminal Records Check. Successful bidder shall require each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code Sections 33192, 44237. Successful bidder shall comply with the requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and drivers



prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who have been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44237 be allowed to come in contact with students. Successful bidder must complete Fingerprint Certification, contained in the bid documents.

32. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in this Request for Bid or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.



BID FORM

Name of Bidder: _____
To: Irvine Unified School District, acting by and through their Governing Boards, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Bond, Designation of Subcontractors Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, General Conditions, Payment Bond, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 13/14-04TS: Individualized Transportation Services,

all in strict conformity with the Bid Documents, including Addenda Nos. ____, ____, on file at the office of the **Irvine Unified School District** for the sums as set forth in the Bid Form/ Bid Form Pricing Sheet.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required list(s) of proposed subcontractors is attached hereto and the undersigned represents and warrants that such list(s) is complete.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Workplace Certification, Tobacco Use Policy, W-9, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the **Irvine Unified School District**. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, upon receipt of a Notice to Proceed.



5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

Name	Address	Phone/ Email

6. The name(s) of all persons interested in the bid as principals are as follows:

7. The undersigned hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required bid security is hereto attached. Such security shall be in the form of a certified or cashier's check or bid bond executed by an admitted surety insurer using the form included with this bid in the amount not less than ten percent (10%) of the total annual bid cost based on the Bid Form/Bid Form Pricing Sheet.



14. A completed and executed Bid Form/Bid Form Pricing Sheet (Three (3) sets – one (1) original and two (2) copies.

15. The Information Required of Bidder form has been fully executed and is attached hereto.

16. **Failure to complete the Bid Form and Bid Form Pricing Sheet in its entirety will render a bidder nonresponsive.**

**BID FORM PRICING SHEET**

Originator Fee is a fixed cost trip mobilization fee. Charges for all types of transportation shall be based on portal-to-portal trips unless otherwise noted.

Unit Prices

TYPE OF TRANSPORTATION	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 Passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 Passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 3 Passengers Wheelchair Capable Van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 Passenger Wheelchair Capable Van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile



BID FORM PRICING SHEET

Hypothetical trips shall include mobilization fee. Unit prices for labor and mileage shall apply accordingly as listed on page one (1) of the Bid Form Pricing Sheet.

Bid award will be based on the set of the three (3) hypothetical trips defined below.

#A Hypothetical

Five (5) students round trip

AM- Pick-up/ Drop

PM- Pick-up/ Drop

Student #1A 2 Wedgewood
Irvine, CA 92620

Student #2A 10 Fulton
Irvine, CA 92620

Student #3A 333 Sonoma Aisle
Irvine, CA 92620

Student #4A 5122 Maple
Irvine, CA 92614

Student #5A 21 Ascension
Irvine, CA 92612

**Speech and Language
Development Center 8699 Holder St.
Buena Park, CA 90620**

Start time: 8:30 AM
Dismissal: 2:30 PM

Hypothetical Cost #A _____



BID FORM PRICING SHEET

#B Hypothetical

Seven (7) students round trip
(AM pick up/ drop)- (PM pick up/drop)
One (1) wheelchair

Student # 1B 163 Tarocco
Irvine, Ca. 92618

Student # 2B 435 San Leon
Irvine, Ca. 92606

Student # 3B 3900 Parkview #18 A
Irvine, Ca. 92612

Student # 4B 30 Greco Aisle
Irvine, Ca. 92614

Student # 5B 6 Lakeside
Irvine, Ca. 92604

Student # 6B 6 Elderberry
Irvine, Ca. 92603

Student #7B 12 Westmoreland
Irvine, Ca. 92626

Taft School	500 W. Keller	School in 8:00 AM
	Santa Ana, Ca. 92707	School Out 2:47 PM

Hypothetical Cost #B \$_____



BID FORM PRICING SHEET

#C Hypothetical

One (1) student (wheelchair) to therapy (one way only)

Student #1C

Los Alamitos Elementary 10700 Bloomfield
Los Alamitos, CA 90720

Woodbridge Med Center 4950 Barranca Pkwy #310
Irvine, Ca. 92604

With wheelchair
Appointment time 3:00 pm
School Out 2:00 pm

Hypothetical Cost #C \$_____

Hypothetical #A \$_____

Hypothetical #B \$_____

Hypothetical #C \$_____

Total of Hypothetical Trips A-C \$_____
(Annual = 180 school days)



The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President Date: _____

Print Name: _____, President

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____

(Name)

Signed _____ by:

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____



INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?
Yes ____ No ____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

Name

Title

- (7) Number of years as a provider of this type of transportation services: _____ years



- (8) Number of years as a provider of student transportation services: _____ years
- (9) Are you currently engaged in or have you provided home-to-school transportation services under contract with a school district or county superintendent of schools?
Yes _____ No _____
If yes: a. Name of agency: _____
b. Address: _____
c. Telephone Number: _____
d. Contact Person: _____
e. Name of your current terminal or location manager: _____
f. Length of manager's service at location: _____
g. Types of service you provide at location: _____
h. Number of buses/vehicles utilized per location: _____
i. Beginning and ending dates of current contracts: _____
- (10) Are you currently engaged in or have you provided special education transportation services under contract with a school district or county superintendent of schools?
Yes _____ No _____
If yes: a. Name of agency: _____
b. Address: _____
c. Telephone Number: _____
d. Contact Person: _____
e. Name of your current terminal or location manager: _____
f. Length of manager's service at location: _____
g. Types of service you provide at location: _____
h. Number of buses/vehicles utilized per location: _____
i. Beginning and ending dates of current contracts: _____
- (11) List all applicable transportation permits (City, County, and State) under which you currently operate your transportation services:

- (12) The number of drivers/vehicles in your employ in California and the types of service you provide.
Drivers _____ Vehicles _____ Types of Services _____



(13) The number of wheelchair accessible vehicles available for use by the District: _____

(14) Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the District.

Yes _____ No _____ If yes, please include a complete description of this system: _____

(15) Describe your emergency notification/calling capability. _____

(16) How and where do you recruit drivers? _____

(17) What methods do you use to screen or select drivers from among the applicants?

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

(19) Do you check applicant's references? Yes _____ No _____

(20) Describe your experience with students/individuals with special needs and include the following information:

- Types and severity of disabilities
- Procedures for providing transportation services for individuals with moderate to severe



disabilities

- Types of training you provide to staff to work with individuals with disabilities

(21) Do you require all your transportation specific employees to undergo random drug testing?

Yes _____ No _____ If yes, please explain your company policies and procedures

(22) Does your company fingerprint all employees, drivers, attendants and mechanics who might come in contact with students?

Yes _____ No _____

(23) Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might come in contact with students?

Yes _____ No _____

(24) Please provide a detailed list and description of in-service training and retraining programs.

25) How do you identify those drivers that require retraining? _____



- (26) Describe your current program for discipline of all personnel related to, including but not limited to, safety, absences, tardiness, on time performance, and tenure on the job?

- (27) Please describe your standards and procedures for discipline of drivers. _____

- (28) Please describe your policy on what is a chargeable vehicle accident. _____

- (29) Provide the total number of vehicle accidents you have had in the State of California within the preceding three (3) years. Please break the numbers down into categories of chargeable, non-chargeable, moving, non-moving, students on board, and violations charged.

- (30) Please describe your policy on what is a job related injury. _____

- (31) Provide the total of job or work related injuries you suffered within the State of California, in the past three (3) years. Please break down the numbers within categories of preventable or



non-preventable. Give a brief description of what programs or training were instituted to ensure a non-reoccurrence of the injuries. _____

(32) Do you have a formal, scheduled preventive maintenance program for vehicles?

Yes _____ No _____ If yes, provide details of the program and a sample of checklists.

(33) Do you require daily checks and written forms to be completed by the drivers?

Yes _____ No _____

(34) How do you ensure that serious defects or safety issues are addressed in a timely manner?

(35) What is your manpower or mechanic allotment schedule (number of vehicles per mechanic)?

(36) If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three (3) years within California?

Yes _____ No _____ If no, please explain: _____

(37) Have you ever been terminated from a school district or any public transportation services contract prior to the completion of the contract? Yes _____ No _____ If the answer is "Yes," give dates, names and addresses of school district/public agency and details.



- (38) Have you ever been barred from bidding on any school district or public transportation services contract? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

- (39) Have you ever defaulted on any school district or public transportation services contract? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

- (40) Have you ever brought any claim(s) against a school district or public agency? Yes ____ No ____ If the answer is "Yes," please explain in detail name of school district/public agency, nature of the claim and outcome. _____

- (41) Have you been in litigation, arbitration, mediation, or dispute of any kind on a question or questions relating to a school district or public transportation services contract during the past ten (10) years? Yes ____ No ____ If the answer is "Yes," provide name of the school district/public agency and detail _____

- (42) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District? Yes ____ No ____ If so, please elaborate. _____



(43) List at least five (5) of your most recent school district transportation services contracts.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(44) Are you currently providing transportation services under another contract?

Yes ____ No ____ If the answer is “Yes,” please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____



(d) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(45) Are there transportation services contracts not listed above that will be undertaken during the duration of District's transportation services contract? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

Name of Contract Owner: _____



Contract Amount: _____

Completion Date: _____

(46) List of References – Public/school district transportation services contracts references within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____



Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

(47) Additional information: _____



I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date



DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work and (b) the portion of the work which will be done by each subcontractor. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

Type of trade, labor, or service	Name of Subcontractor	Complete Address (Name of City Not Sufficient) and Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder agrees that within twenty-four (24) hours of the bid opening, bidder shall provide the District with the complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

Name of Bidder

By: _____
(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____



NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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 _____ [date], at _____ [city], _____ [state].

Signature

Print Name



Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____ as
Surety, a California admitted surety insurer, are held and firmly bound unto the Irvine Unified
School DISTRICT, hereinafter called the DISTRICT, in the sum of Ten PERCENT (10%) OF
THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the
work described below for the payment of which sum in lawful money of the United States, well
truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators,
successor and assigns.

The condition of this obligation is such that whereas the Principal has submitted the
accompanying bid dated _____, 2014, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period
specified therein after the opening of the same, or, if no period be specified, within sixty (60)
days after said opening; and if the Principal is awarded the contract, and shall within the period
specified therefore, or, if no period be specified, within five (5) working days after the notice of
award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written
contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good
and sufficient surety or sureties, as may be required for the faithful performance and proper
fulfillment of such contract and for the payment for labor and materials used for the performance
of the contract, furnish certificates and endorsements evidencing the required insurance is in
effect and furnish and deliver to the DISTRICT the Worker's Compensation Certificate, Drug-
Free Work Place Certification, the Criminal Records Check Certification, Contractor's
Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business
Enterprises Certification, if applicable, then the above obligation shall be void and of no effect,
otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or the call for bids, or the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation
under this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of said contract or the call for bids, or to the work, or to the
specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered,
the Surety shall pay all cost incurred by the DISTRICT in such suit, including reasonable
attorney's fees to be fixed by the court.



IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of ___, 20 ___, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
And Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

Bid Bond
Page 2



GENERAL CONDITIONS

Bid # 13/14-03TS

INDIVIDUALIZED TRANSPORTATION SERVICES

1. DEFINITIONS

1.1 District means the Irvine Unified School District, 5050 Barranca Parkway, Irvine CA 92604.

1.2 Bidder means that individual, partnership, joint venture, corporation or other entity which prepares and submits a bid in response to a solicitation from the District.

1.3 Contractor is that Bidder to which a contract has been awarded by the District.

1.4 Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which may alter, explain, or clarify the Bid Documents prior to the bid deadline.

1.5 Agreement means all of the bid documents, including the Notice Calling for Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Bond, Information Required of Bidders, Designation of Subcontractor, Workers Compensation Certificate, Non-collusion Declaration, Fingerprint/Criminal Records Check Certification, Drug Free Workplace Certification, Tobacco Use Policy Certification, Payment Bond, Insurance Certificates and Endorsements, General Conditions, the Agreement and any and all modifications and Amendments. All these documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. TERM OF CONTRACT

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, section 17596 (K-12). Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index (CPI) but may never exceed five percent (5%) in any contract year.

3. PRICES

The successful responsible bidder may not alter the proposed pricing or scheduling options (including the number of buses utilized for the services provided) without the prior written permission of the awarding agency. All prices must remain firm for the initial term of the contract. The District shall grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to March 31st of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles, Riverside and Orange County areas for the period ending March 31st of the given contract renewal.



4. AWARD OF CONTRACT

Pursuant to Education Code 39802, the Governing Board may award the contract for the service to other than the lowest bidder. The District, in determining the award, shall consider the qualifications, references, general competency of the bidder for the performance of the services, bidders experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the service.

The District may also consider the qualifications and experience of subcontractors and other persons, including those who are to furnish equipment/vehicles, for the performance of the service. Operating costs, maintenance considerations, performance data and guarantees of performance may also be considered. In this regard the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons who will perform service to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

5. STATUS OF CONTRACTOR

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 the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. 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. 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.

6. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) If the Contractor refuses or fails to perform the required services with such diligence as will insure its completion within the time specified or any extension thereof, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor, under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to perform, except in cases for which extension of time is provided or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor, of District's intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.



(b) In the event of termination under this section 3 and the cost to the District to secure other transportation exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from said Contractor.

(c) The Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

7. SUBCONTRACTORS

If a subcontractor is required, the Contractor shall list the name, address, telephone, and fax number of each subcontractor who performs work or renders service.

8. NO GUARANTEE

The District does not guarantee that a minimum or maximum amount of service will be purchased. The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Contractor.

9. INDEMNITY

The Contractor will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract,

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered



against the District, it's Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

10. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The Contractor shall not permit an employee to come in contact with the District's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to each Governing Board of the District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by Contractor is included in the bid documents.

11. TOBACCO FREE POLICY

Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractors' employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor of Contractor violate the Districts' Board Policy after having already been warned once for violating Districts' tobacco-free policy, Contractor shall remove the individual for the duration of the Agreement. Contractor shall not be entitled to any additional compensation and/or time for such removal.

12. GOVERNING LAW

The laws of the State of California and the County of Orange shall govern all aspects of the bid.

13. FORCE MAJEURE CLAUSE:

The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. DEFAULT

The District shall hold the contractor responsible for any damages, which may be sustained because of failure or neglect of the contractor to comply with any terms or conditions of the Agreement.



15. COMPLIANCE WITH OSHA:

Contractor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Contractor will indemnify and hold the District harmless for any failure to so conform.

16. CONTRACTOR CLAIMS

If the Contractor shall claim compensation for any damage sustained by reason of the negligent acts of the District, Contractor shall, within five (5) days after sustaining such damage, make to the District a written statement of the damage sustained. The Contractor shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

17. NO ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the District; and the Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Agreement unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or of any of the monies to become due under the Agreement, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the Agreement, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Agreement or any part thereof, or by reason of the purported assignment herein by written consent of the District.

18. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

19. RECORDS AND AUDIT

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

(b) The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this



Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District.

(c) The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

20. COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor warrants and certifies that, it will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or local political subdivision thereof, related to the services called for in this Agreement and will comply also with all laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

21. CHANGES

The District may at any time, by a written order make changes, within the general scope of this Agreement, in any one or more of the following: format, content, number of required copies, time and place of submission of reports and other documentation.

22. DISPUTES

Except as otherwise provided in this Agreement, during the period of performance of the services, any dispute between the parties which is not disposed of by agreement shall be decided by the District, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the District shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the District a written appeal. The decision of the District, on such an appeal, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of California. Pending final decision of dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the District's decision.

23. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

(a) Contractor shall not commence services under this Agreement until all required insurance certificates and endorsements as set forth in the Information for Bidders from admitted insurers have been obtained and delivered to and approved by District. Such insurance shall be issued by admitted insurers approved by the District. Contractor shall provide proof of insurance on District approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or



Amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(c) In case of Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the Contractor, such insurance in the name of Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Contractor under this Agreement.

24. PERMITS AND LICENSES

The contractor shall secure and maintain valid permits and licenses that are required by all federal, state, and local laws for providing services required pursuant to the contract. The contractor shall meet all requirements of the California Department of Transportation, the California Department of Education, and the California Public Utilities Commission, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance Records, accident reports, and any other federal, state, and local laws, rules, regulations, or procedures pertaining to the transportation of children/students.

ANY INFORMATION REQUIRED BY THIS SECTION SHALL BE FURNISHED TO THE DISTRICT UPON REQUEST.

25. DISTRICT'S RIGHT TO CHOOSE SUITABLE TRANSPORTATION

The District shall be the sole judge as to the requirements needed by its schools, its students and its employees in requesting transportation. The contractor shall have available for use wheelchair accessible vehicles and car seats.

26. CONFIRMATION

The contractor shall confirm acceptance of trip(s) with the District within twenty-four (24) hours of receiving any such assignment.

27. DAMAGE TO DISTRICT PROPERTY

The contractor shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the contractor or by the District and charged to the bidder.

28. EXPERIENCE

The contractor shall have at least five (5) years of successful experience in providing service similar in size and scope to the requirements of this bid. All work is to be



performed by trained and licensed personnel fully experienced in performing the work required by the bid documents.

29. RETURN OF UNSUITABLE EQUIPMENT/DRIVER

If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved or certified, the driver and vehicle will be refused and returned. Other arrangements will be made and charged to contractor plus an additional \$100.00 per incident as liquidated damages.

30. DRIVERS

All drivers assigned to perform under this contract shall be subject to continuous approval by the District.

All drivers shall have proper licenses, permits and certificates as required by law. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall not smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any school District property. All drivers shall not use cell phones while driving students, except when the operation can be done with the use of a "hands-free" device. The District shall have the right to reject any driver for cause and shall notify the contractor in writing of the action.

31. CARE AROUND SCHOOLS AND CHILDREN

The contractor acknowledges that the service to be performed under the contract will be around schools and children. The contractor shall advise all employees to use care, respect and discretion when working in these surroundings.

32. SAFETY PROGRAM

The contractor shall provide regular and continuous formal safety instruction for all drivers and personnel assigned to the contract.

33. HEALTH AND SAFETY

The contractor shall require that all drivers and other individuals who may come in contact with students to provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The contractor shall keep a copy of said information and shall provide such verification to the District upon request.

The contractor shall notify all drivers and other individuals who may come into contact with students about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The contractor shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

34. DRUG AND ALCOHOL TESTING

The contractor shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the



requirements of any federal, state, and local laws. The contractor shall keep a record of said information and shall provide such information to the District upon request.

The contractor shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from transporting District students.

35. RECORD KEEPING AND ACCIDENT REPORTS

The contractor will be required to provide records deemed necessary by the District which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The contractor will be required to notify District on a daily basis regarding any student who is scheduled for services and fails to appear. This notification service shall continue until District cancels the service for that student.

36. PAYMENTS FOR SERVICES

The contractor shall submit invoices in the form and number required by the District for all services under this contract. Invoices shall include trip identification and mileage for each trip being billed and type of vehicle used all pursuant to bid pricing. The District shall reimburse the contractor for all tolls, parking and other fees (excluding fines) in conjunction with District trips and such charges should be itemized on the invoices. Subject to acceptance and approval by the District, payment for such services will be made within a maximum of sixty (60) days of receipt of a correct invoice.

37. CHANGE IN NAME AND LEGAL ENTITY

If the contractor plans to make any change in the name or legal nature of the contractor's entity, contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Bid Documents.



WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of CONTRACTOR

By: _____
Signature

Print Name

Title

Date

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



AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2014, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Bond, Designation of Subcontractors, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Payment Bond, Insurance Certificates and Endorsements, General Conditions, specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the bid documents.

4. The term of this Agreement shall be a minimum of one (1) year and subject to an extension for four (4) additional one year increments. Initial term of Agreement shall be July 1, 2014 to June 30, 2015.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the DISTRICT in the notice;
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and



- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. In the event the CONTRACTOR defaults in the performance of the Agreement as set forth in the General Conditions or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions then this Agreement shall terminate or be suspended as set forth in the General Conditions.

8. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Boards, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering CONTRACTOR's services, and furnish to DISTRICT a certificate of insurance evidencing all coverage and endorsements required hereunder. CONTRACTOR shall require all subcontractors, if any, to take out and maintain the same insurance coverage set forth below.



Comprehensive General Liability
Insurance for injuries including
accidental death, to any one
person in an amount not less than
and

\$ 1,000,000.00

Subject to the same limit for
each person on account of one
accident, in an amount not
less than

\$ 1,000,000.00

Broad Form Property Damage
Insurance in an amount not
less than

\$ 1,000,000.00

Contractual Liability Insurance
in an amount not less than

\$ 1,000,000.00

Comprehensive Automobile
Liability Insurance covering the
use of all owned, non-owned and
hired vehicles with combined
bodily injury and property damage
in an amount not less than

\$ 5,000,000.00

Statutory Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor
Code of the State of California

An endorsement to said policy(s)
naming DISTRICT as additional
insureds while rendering services
under this Agreement

Sexual Abuse or Molestation in an
amount not less than

\$ 1,000,000.00

Thirty (30) days written notice to DISTRICT of cancellation or reduction in coverage.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

11. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall



not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

12. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

13. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

14. 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of



the Governing Boards of the DISTRICT. This Agreement shall be governed by the laws of the State of California.

16. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Irvine Unified School District

By: _____
Signature

Print Name

Title

CONTRACTOR

By: _____
Signature

Print Name

Title

CONTRACTOR's License No.

Tax ID No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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



understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date



NOTICE REGARDING CRIMINAL RECORDS CHECK **EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Boards of Irvine Unified School District:

I, _____ certify that:
Name of CONTRACTOR

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone



PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____
(hereinafter referred to as the "Contractor/Principal") the contract for the work described as

_____;

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment



pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid in full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or
representative in California,
if different from above)

(Telephone and facsimile number of
Surety or agent or representative
in California)



TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT

Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Bidder

Signature

Date



W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>