



IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 23/24-01TS, School Transportation Services

Bid Deadline: May 2, 2024 at 12:00 pm

Contact: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5212
Email: MariaRagas@iusd.org

Bid No. 23/24-01TS, School Transportation Services

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***Items must be completed, signed, and submitted as part of the bid. If required contract documents are not submitted the bidder will be declared non- responsive.**

+Items which successful bidder must submit after the award.

NOTICE CALLING FOR BIDS

District: **Irvine Unified School District**
Bid Deadline: **May 2, 2024 at 12:00 pm**
Place of Bid Receipt: **Irvine Unified School District
Maintenance & Operations Office
Attn: Joe Chapin
100 Nightmist, Irvine, CA 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 **Bid No. 23/24-01TS, School Transportation Services.**

Project documents will be available on April 15, 2024 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>.

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 11:00 am on April 23, 2024.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Maria Ragas
Supervisor, Purchasing & Contracts

Advertise: Orange County Register; April 14 & 21, 2024

BID OBJECTIVE

The Irvine Unified School District (District) is seeking bids from highly qualified pupil transportation contractors to provide home-to-school, school-to-home, and activity trips such as field and athletic trip transportation services for preschool, PK-12, and adult Ed students geographically residing within the District. The contractor shall furnish drivers, attendants and mechanics, operate and maintain all equipment necessary for the transportation of pupils to and from schools maintained by the District and schools which require transportation of District students outside the District boundaries. Such transportation would also include activity trips within or outside the District and any trips that District declares as an emergency during the term of the Agreement.

Contractors will be afforded the opportunity to bid the home-to-school transportation services, including special education and summer school transportation services and transportation to and from extra-curricular activities. Specific details addressing the potential scope of work are contained in the bid documents.

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	April 14, 2024 April 21, 2024
Bid Posted	IUSD Website	April 15, 2024
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	April 23, 2024 by 11:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before April 26, 2024
Bid Deadline/Opening	Maintenance & Operations Attn: Joe Chapin 100 Nightmist Irvine, CA 92618	May 2, 2024 at 12:00 pm
*Board of Education Action	Award of Contract	May 21, 2024

*Date is subject to change at the discretion of the District.

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, Bid Form Pricing Sheet and 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 and Bid Form Pricing Sheet 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, Maintenance & Operations Office, 100 Nightmist, Irvine, CA 92618, Attn: Joe Chapin**, 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 respondent's name, the proposal number and the date and time for the opening of proposals. **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. 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 annual 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, 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.

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, summary of the work bid upon, alternative proposals, or any other modifications, which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered. **ANY DEVIATIONS, EXCEPTIONS OR CONDITIONS TO ANY OF THE BID DOCUMENTS MAY RESULT IN THE REJECTION OF A BID AS BEING NONRESPONSIVE.**

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 Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents relating to the bid; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the cost of permits and licenses required for the services; determine the character, quality, and quantities of the services 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 bid documents are only provided as information for the bidder. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **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. 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. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. 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 **Maria Ragas at MariaRagas@iusd.org by April 23, 2024 by 11:00 am**. No request 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, emailed or uploaded to the District website to each bidder known to have received a set of 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 THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

10. 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 (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal 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.

11. 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 contract, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible bidder. The District reserves the right to award the bid to multiple bidders in each category. 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.

12. Agreement. The form of Agreement (also referred to as "Contract"), which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The Agreement 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 complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate Regarding Lobbying & Disclosure of Lobbying Activities, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, General Conditions, Special Provisions, W-9, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate

and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. 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 services. 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 contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. 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's satisfaction within the prescribed time. 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 reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. License 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.

15. SB-1072 Schoolbus Safety: Child Safety Alert System. Successful Bidder/Contractor must abide by SB-1072 while under contract with District.

16. Insurance and Workers' Compensation. The successful bidder shall be required to insure their activities in connection with the Services under this bid and will agree to carry insurance to ensure bidder's ability to adhere to the indemnification requirements under this bid.

The insurance coverages and limits of liability shown below are the minimum insurance requirements in this bid. Should successful bidder maintain insurance policies with broader coverage and limits of liability that exceed these minimums, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this bid. District shall have the right to modify any and all insurance and indemnity requirements based on evaluation of the risk of service being provided.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-, VII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Commercial General Liability (CGL) Insurance, including bodily injury, property damage, premise and operations, products-completed operations, and contractual liability with minimum limits set by the DISTRICT.

(a)	CGL Aggregate	\$10,000,000
(b)	CGL Each Occurrence	\$10,000,000
(c)	Damage to Rented Premises	\$100,000
(d)	Medical Expense (any one person)	\$5,000

ii. Sexual Abuse/Molestation coverage must not be specifically excluded under the Commercial General Liability policy or it must be obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$10,000,000 per occurrence.

iv. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i., ii., and iii above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried

by DISTRICT shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

17. Hold Harmless/Indemnification. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

18. Anti-Discrimination. In connection with all services 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.

19. 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 outline 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.

20. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

21. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

22. Vehicles. Successful bidder shall own, operate, and maintain one or more appropriate California school buses and school pupil activity buses for the transportation of students and other persons at such times and places as may be specified by the District.

23. Prices. All prices must remain firm for the entire initial term of the contract. **Pricing shall be inclusive of any and all costs charged to the District including fuel surcharges.** Fees for all services provided under the terms of the contract may be subject to adjustment annually. In the event the successful bidder proposes to increase or decrease the rates for the transportation services, the successful bidder shall provide the District with a written proposal on or before March 31st of each year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period ending February 28th of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair but never more than five percent (5%). The adjustment will be effective July 1 of every year.

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

25. Cost Differential. 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 contractor being liable to the District. If contractor is unable to provide services and District must obtain services from another provider, contractor will be responsible to pay any and all additional costs charged to the District by the other provider. Such damages shall be deducted from any payments due or to become due to the contractor.

26. District Staff Driving. In the event, the contractor fails to provide services, the District has qualified staff able to provide bus driver/attendant services as needed. If contractor fails to provide services and District staff if required, the contractor's liability shall be fixed at the sum of \$100 as liquidated damages per District staff, per each missed trip or route segment; ie. \$100 per District staff for a missed am route and \$100 per District staff for a missed pm route.

27. 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.

28. 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 or vape within the parameters of the transportation vehicle and shall be prohibited from smoking or vaping 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. 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. 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 and 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.

29. Experience Factor. Bidders are to have at least ten (10) 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.

30. District's Right to Choose Suitable Transportation. The District's Transportation Administrator 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's Transportation Administrator, the driver and/or vehicle will be refused and returned. Other arrangements will be made by the District and charged to the successful bidder.

31. 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 and safety of the students or for any other lawful reason.

32. 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.

33. Criminal Records Check. Successful bidder shall require each employee or driver in 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 contender to a felony. Nor will any employee and driver who has been convicted of, or entered a please of nolo contender to charges of any sex offense as defined in Education Code section 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code section 44237 be allowed to come in contact with students. The successful bidder must complete Fingerprint Certification, contained in the bid documents.

34. 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 contractor 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

35. 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 closing of the bid. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents 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.

36. Public Information. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidder's material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in bid selection must not be restricted from the public.

37. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

Bid Form and Required Documents Attached Hereto

For

Bid No. 23/24-01TS,

School Transportation Services

For

**Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604**

BID FORM

Bidder Name: _____
To: Irvine Unified School District, acting by and through the Governing Board 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 Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate Regarding Lobbying & Disclosure of Lobbying Activities, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, 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. 23/24-01TS, School Transportation Services

All in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the Business Services Department of the Irvine Unified School District for the sums of _____ Dollars (\$ _____) as set forth in this Bid Form/Bid Form Pricing Sheet.

2. The Bid Form and Bid Form Pricing Sheet must be completed. The Bid Form and Bid Form Pricing Sheet should be completed under the assumption that the District is providing access to the use of the District transportation facility yard and maintenance garage, the District’s fueling facilities, and fuel at the District’s cost, including all fees and taxes plus five percent (5%) for use by the contractor in buses stationed on District facilities and providing District transportation services as set forth in the bid documents.

3. Compensation for all services provided under the terms of the Agreement shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified within, the Contractor shall provide the District with a written proposal on or before March 31st of each year. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period ending February 28th of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as

deemed by the District to be reasonable and fair but never more than five percent (5%). The adjusted rate shall be effective July 1 every year.

4. In determining the initial annual bid amount set forth in this Bid Form/Bid Form Pricing Sheet, each interested Contractor shall utilize the estimates included below in the Bid Form Pricing Sheet Tables. Contractors understand and agree that the District solely for evaluating the bid is using the aforementioned estimates which are submitted and are not intended nor shall be assumed by the Contractor to represent the actual number or types of buses, routes or number of days in which transportation services will be required. It shall be the responsibility of the successful Contractor to determine before commencing service under the Agreement: (1) the required staffing of management, drivers and maintenance personnel necessary for the proper execution of the Agreement; (2) the number and type of buses and equipment needed; and (3) cost of fuel and maintenance of equipment.

To assist the bidder in preparing its bid, the bidder can assume the following:

- a. The District is scheduled to be in session 180 days, in addition to approximately 20 days of summer school/extended school year (ESY), the actual number of days may vary from year to year.
- b. The District currently has 24 elementary schools, 5 K-8 schools, 6 middle schools, 5 high schools, 1 alternative high school, 1 adult education school, and 1 pre-school.
- c. In addition to providing both home-to-school, school-to-home and special education transportation, the successful Contractor will also be the primary provider of extracurricular and field trip transportation.

5. It is understood that the District reserves the right to reject this bid, 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 a period of sixty (60) days after the scheduled opening for the bids.

6. 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 Work Place Certification, Tobacco-Use Policy, Faithful Performance Bond, Payment Bond, 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, following receipt of the Award Letter.

7. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below.

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

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The undersigned hereby warrants that the bidder has all appropriate licenses and permits, at the time of the bid opening that such license entitles bidder to provide the services that such license will be in full force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the District at the time of the bid opening.

10. 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).

11. 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.

12. 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 that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

13. **Time is of the essence.**

14. 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.

15. Failure to complete and execute the Bid Form and Bid Form Pricing Sheet in its entirety will render bidder nonresponsive.

16. Enclosed is a completed and executed Information Required of Bidders questionnaire and a Proposed School Bus Inventory and Property Summary.

17. 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.

BID FORM PRICING SHEET

The number of routes and days shown in section A & B are approximate numbers from the traditional and summer school/ESY sessions of 2023/2024. These are reference numbers only sufficiently comprehensive to permit an appraisal of the District’s needs for 2024/2025. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any contractor to rely solely on the accuracy of the information in submitting his or her bid.

Cost Calibration Inclusion:

Only the included items may be considered in the calculation of transportation costs passed on to the District: driver’s salaries, fuel, maintenance of buses, general overhead, insurance and administration, and profit. By bidding, Contractor understands and agrees that driver’s time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated offsite location for another assignment.

Information is provided to assist in formulating bids. This information is approximate.

**A. Traditional & Year Round Schedule
Home-to-School, School-to-Home, Special Education Transportation
(Limited Service 6 Hours)**

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
24	66	180		
W/C 5W 6P	11	180		
79	2	180		
82	8	180		

Subtotal A-Annual Bid Price:

_____ **Dollars**

BID FORM PRICING SHEET con't.

**B. ESY – Summer Schedule
Home-to-School, School-to-Home, Special Education Transportation
(Limited Service 6 Hours)**

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
24	38	20		
W/C 5W 6P	11	20		
79	0	20		
82	0	20		

Subtotal B-Annual Bid Price:
_____ **Dollars**

Total Annual Bid Price (Sum of Subtotal of A & B combined):
_____ **Dollars**

Bidder must write in the ‘Total Annual Bid Price (Sum of Subtotal A & B combined)’ on page 16 of the Bid Form.

BID FORM PRICING SHEET con't.

**C. Traditional & Year Round Schedule
Home-to-School, School-to-Home, Special Education Transportation**

Bus Capacity	Hourly Rate Over 6 Hours Under 8 ½ Hours
24	
W/C 5W 6P	
79	
82	

**D. ESY - Summer Schedule
Home-to-School, School-to-Home, Special Education Transportation**

Bus Capacity	Hourly Rate Over 6 Hours Under 8 ½ Hours
24	
W/C 5W 6P	
79	
82	

**E. Traditional & Year Round Schedule
Home-to-School, School-to-Home, Over Hours**

Bus Capacity	Hourly Rate Over 8 ½ Hours (over hours)
24	
W/C 5W 6P	
79	
82	

BID FORM PRICING SHEET con't.

F. Daily Rates, Field Trips & Extra Curricular Transportation

Bus Capacity	Daily Rate To 6 Hours	Hourly Rate Per Bus Hour
24		
W/C 5W 6P		
79		
82		

G. Daily Rates, Special Trip Transportation

As defined in 3.3.1 of the Agreement, using buses that are assigned to regular morning and afternoon school day runs or buses assigned as spares, billed with one (1) hour minimum:

Bus Capacity	Daily Rate To 6 Hours	Hourly Rate Per Bus Hour
24		
W/C 5W 6P		
79		
82		

H. Mini Van, Special Trip Transportation

Bidder should provide Mini Van information, if bidder can provide services. The District reserves the right in its sole discretion to utilize other providers.

Mini Van Capacity	Daily Rate to 6 Hours	Hourly Rate Per Mini Van

BID FORM PRICING SHEET con't.

I. Cost for Attendant: _____ **5 hour minimum**

J. Cost for Contractor's Driver (when District owned Vehicle is used): _____
per hour

K. Office/Utility: _____ **per hour**

L. Alternate Bus Capacity Pricing:

Bidder shall use this Alternate Bus Capacity Pricing to provide pricing for other bus capacities not specified in the above tables by the District.

L.1. Traditional & Year Round Schedule

**Home-to-School, School-to-Home, Special Education Transportation
(Limited Service 6 Hours)**

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
		180		
		180		
		180		
		180		

L.2. ESY – Summer Schedule

**Home-to-School, School-to-Home, Special Education Transportation
(Limited Service 6 Hours)**

Bus Capacity	No. of Routes	Days	Daily Rate	Total Amount
		20		
		20		
		20		
		20		

BID FORM PRICING SHEET con't.

**L.3. Traditional & Year Round Schedule
Home-to-School, School-to-Home, Special Education Transportation**

Bus Capacity	Hourly Rate Over 6 Hours Under 8 ½ Hours

**L.4. ESY - Summer Schedule
Home-to-School, School-to-Home, Special Education Transportation**

Bus Capacity	Hourly Rate Over 6 Hours Under 8 ½ Hours

**L.5. Traditional & Year Round Schedule
Home-to-School, School-to-Home, Over Hours**

Bus Capacity	Hourly Rate Over 8 ½ Hours (over hours)

BID FORM PRICING SHEET con't.

L.6. Daily Rates, Field Trips & Extra Curricular Transportation

Bus Capacity	Daily Rate To 6 Hours	Hourly Rate Per Bus Hour

L.7. Daily Rates Daily Rates, Special Trip Transportation

As defined in 3.3.1 of the Agreement, using buses that are assigned to regular morning and afternoon school day runs or buses assigned as spares, billed with one (1) hour minimum:

Bus Capacity	Daily Rate To 6 Hours	Hourly Rate Per Bus Hour

The undersigned hereby declares that all of the representatives 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 Date: _____
Signed by: _____, Secretary Date: _____
Print Name: _____, Secretary Date: _____

¹A 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: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Other Parties to Joint Venturer *If an individual* Name: _____
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____
Telephone: _____

If a Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

If a Corporation Name: _____
(a _____ Corporation)
Signed by: _____
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.

I. Description of Organization

A. Firm

1. Firm Name: _____
2. Address: _____
3. Telephone Number: _____

B. Type of Organization

1. Corporation: (List of Officers and Positions) Other: (Please Specify)

2. Where Incorporated: _____ Year of Incorporation: _____
3. Subsidiary (Name and Address of Parent Company)

4. Is your firm or parent company publicly held?

Yes: _____ No: _____

5. If no, what private individuals or families own more than 20% of your firm, or who is the general partner(s), or who is the sole proprietor?

C. Nature of Operations

1. Is your firm currently engaged in providing home-to-school transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes: _____ No: _____

2. If yes, where and for how long (from/to, total years)?

3. Number of public school districts served in State of California covering home-to-school _____.

4. Is your firm currently engaged in providing special education transportation services under contract with a school district, non-public school or county superintendent of schools?

Yes: _____ No: _____

5. If yes, where and for how long (from/to, total years)?

6. Number of public school districts served in State of California covering special education _____.

7. List all applicable transportation permits (City, County, and State) under which your firm currently operates.

8. For every education agency or non-public school in the State of California, which your firm is currently providing, or has provided with in the last five (5) years, home-to-school and/or special education transportation services, please provide the following information:

- a. Name of agency
- b. Address
- c. Telephone Number
- d. Contact Person
- e. Name of your current terminal or location manager
- f. Length of managers service at location
- g. Types of service your firm provides at location
- h. Number of buses utilized per location
- i. Beginning and ending dates of current contract(s)
- j. If employees are covered under a collective bargaining agreement:
 - i. Name of labor organization(s)
 - ii. Name and phone of labor organization(s), President or Regional Business Manager

II. Certified Safety/Driver Instructor and Contract Supervisor at this terminal

The District strongly believes that individuals holding the positions of **Certified Safety/Driver Instructor and Contract Supervisor** are critical to the operation of a consistently high quality transportation service. While the District understands that you may not be able to provide a specific named person in regards to these positions, at this time the District does request that at least three (3) names be submitted of those individuals that are under consideration. If your firm is awarded the Agreement, you may assign any of the three individuals you have proposed. The District in its sole and absolute discretion has the right to reject any and all of the individuals. The Contractor will then be required to submit new names and resumes on prospective individuals. Substitution of an agreed upon individual is not authorized without written consent of the District. In any case, you must submit at least two (2) sample resumes of these candidates or current employees so the District has an understanding of the qualities your company desires of its staff members.

For every individual you propose as a potential **Certified Safety/Driver Instructor and Contract Supervisor** to be assigned to the District, provide the following information on a separate page:

A. Staff to be considered for position

1. Name
2. Number of Years with firm and in current position.
3. Experience in related positions, in both your firm and other firms (if other firms, provide name of firm) and number of years in each position.
 - a. Starting with the most current list, the district/location, candidate's title, description of responsibilities and authority, including the number of buses and employees overseen, and dates which position held.

B. On a separate page, describe what you propose to be the job description of this **Certified Safety/Driver Instructor and Contract Supervisor**.

III. Maintenance Supervisor

The District strongly believes that an individual holding the position of **Maintenance Supervisor** is critical to the operation of a consistently high quality transportation service. While the District understands that you may not be able to provide a specific named person in regards to this position, at this time the District does request that at least three (3) names be submitted of those individuals that are under consideration. If your firm is awarded the Agreement, you may assign any of the three individuals you have proposed. The District in its sole and absolute discretion has the right to reject any and all of the individuals. The Contractor will then be required to submit new names and resumes on prospective individuals. Substitution of a agreed on individual is not authorized without written consent of the District. In any case, you must submit at least two (2) sample resumes of these candidates or current employees so the District has an understanding of the qualities your company desires of its staff members.

For every individual you propose as a potential **Maintenance Supervisor** to be assigned to the District, provide the following information on a separate page:

- A. Staff to be considered for position
 - 1. Name
 - 2. Number of Years with firm and in current position.
 - 3. Experience in related positions, in both your firm and other firms (if other firms, provide name of firm) and number of years in each position.
 - a. Starting with the most current list, the district/location, candidate's title, description of responsibilities and authority, including the number of buses and employees overseen, and dates which position held.
- B. On a separate page, describe what you propose to be the job description of this **Maintenance Supervisor**.

IV. Management

On a separate page, provide the following information. This information should give us a clear understanding of the layers of accountability within your firm.

- A. Provide the name(s) of those within your firm that would have immediate authority over the Certified Safety/Driver Instructor, Contract Supervisor and the Maintenance Supervisor. Also, provide any name(s) that will play an advisory role in the areas of Operations, Training, Personnel, Safety and Maintenance. Provide the following information on each of these individuals:
 - 1. Name
 - 2. Location of staff members' office.
 - 3. Years with company.
 - 4. Experience in related positions within your firm or with other firms (if other firms, provide name of firm) and number of years in each position.
 - 5. Current or most recent position, including the location, position title, a description of responsibilities and authority and the dates of the position being held.
- B. Explain what training and updates are provided to the personnel working as the Certified Safety/Driver Instructor and Contract Supervisor.
 - 1. Number of hours.
 - 2. Type of training; list components or areas covered.
 - 3. Schedule of updates, job proficiency training or personnel management courses.
- C. Explain what training and updates are provided to the personnel working as the Maintenance Supervisor.
 - 1. Number of hours.
 - 2. Type of training; list components or areas covered.
 - 3. Schedule of updates, job proficiency training or personnel management courses.
- D. Does your company currently have a program designed to promote and train Certified Safety/Driver Instructor, Contract Supervisor and Maintenance Supervisors?

V. Drivers, Attendants & Mechanic Personnel

A. Drivers

1. State the number of regular school bus drivers you now have employed in the State of California.

2. How and where does your company recruit drivers?

3. What methods do you use to screen or select drivers from among the applicants?

4. What information do you use and how do you gather it?

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

6. Do you require all your terminal employees, including those having making day-to-day personnel decisions to undergo random drug testing? If so, please explain your company policies and procedures?

Yes: _____ No: _____

7. Does your company fingerprint all employees, drivers, attendants and mechanics who might be exposed to students?

Yes: _____ No: _____

8. Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might be exposed to students?

Yes: _____ No: _____

9. Does your company check applicant's references?

Yes: _____ No: _____

10. Does your company use any objective based qualifications and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

Yes: _____ No: _____

11. What percentage of your first-step driver applicants eventually make it through all the above procedures to start training?

%: _____

12. What is the percentage of the drivers hired as pre-certified school bus drivers?

%: _____

13. If a driver comes to your company as pre-certified, does this lessen the pre-qualification tests that you conduct; background, prior employment, or driving qualifications?

Yes: _____ No: _____

14. Explain what the hiring procedure is for a pre-qualified driver.

15. What is the annual turnover rate of drivers in your company?

%: _____

16. Does your company have a driver-training program in place?

Yes: _____ No: _____

17. Does this cover both Original (never been certified) and Renewals?

Yes: _____ No: _____

18. Describe your current and proposed training programs for both, Originals and Renewals. What are the length of programs, number of classroom hours and hours of behind the wheel training?

19. Describe the components and the number of hours devoted to each component. Attach a sheet titled "Driver Training".

20. Does your company evaluate every applicant immediately before the certification test is given?

Yes: _____ No: _____

21. Provide a detailed list of in-service training and retraining programs. If available, provide outlines or courses of study.

22. How many training sessions are offered during the course of a nine (9) month school year, including orientation meeting? _____

23. Are there independent reviews of the training quality conducted on your programs? If so, describe the review process.

Yes: _____ No: _____

24. How does your company identify those drivers that require retraining?

25. Break down the percentage of training time that is given to the following categories.

Home-to-school: ____% Special Education: ____% Extra Curricular ____%

B. Attendants

1. State the number of attendants you now have employed in the State of California.

2. How and where does your company recruit attendants?

3. What methods do you use to screen or select attendants from among the applicants?

4. What information do you use and how do you gather it?

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

6. Does your company check applicant's references?

Yes: _____ No: _____

7. Does your company use any objective based qualifications? If so, briefly describe the procedures or provide samples of your testing material.

Yes: _____ No: _____

8. What percentage of your first-step applicants eventually make it through all the above procedures to start training?

 %: _____

9. What is the annual turnover rate of attendants in your company?

 %: _____

10. Describe your current and proposed training programs. What are the length of programs, number of hours?

11. Describe the components and the number of hours devoted to each component. Attach a sheet titled “Attendants Training”.

12. Provide a detailed list of in-service training and retraining programs. If available, provide outlines or courses of study.

13. How many training sessions are offered during the course of a nine (9) month school year, including orientation meeting? _____

14. Are there independent reviews of the training quality conducted on your programs? If so, describe the review process.

 Yes: _____ No: _____

15. How does your company identify those attendants that require retraining?

C. Mechanics

1. State the number of mechanics you now have employed in the State of California.

2. How and where does your company recruit mechanics?

3. What methods do you use to screen or select mechanics from among the applicants?

4. What information do you use and how do you gather it?

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

6. Does your company check applicant's references?

Yes: _____ No: _____

7. Does your company use any objective based qualifications? If so, briefly describe the procedures or provide samples of your testing material.

Yes: _____ No: _____

8. What percentage of your first-step applicants eventually make it through all the above procedures to start training?

%; _____

9. What is the annual turnover rate of mechanics in your company?

%; _____

10. Describe your current and proposed training programs. What are the length of programs, number of hours?

11. Describe the components and the number of hours devoted to each component. Attach a sheet titled "Mechanics Training".

12. Provide a detailed list of in-service training and retraining programs. If available, provide outlines or courses of study.

13. How many training sessions are offered during the course of a year, including orientation meeting? _____

14. Are there independent reviews of the training quality conducted on your programs? If so, describe the review process.

Yes: _____ No: _____

15. How does your company identify those mechanics that require retraining?

VI. Motivation/Discipline Programs

A. Describe your company's current or proposed program for motivation of all personnel. How does this program take into account, if at all: safety, absences, tardiness, on time performance, and tenure on the job?

B. Do your motivation programs offer progressive rewards?

Yes: _____ No: _____

C. Do all personnel or just a selected few participate in defining or developing the standards for the program and rewards? If just a few, specify who they are and how they are selected.

D. What types of monetary rewards are offered?

E. What types of non-monetary rewards are offered?

F. Describe your company’s current or proposed program for discipline of all personnel. How does this program take into account, if at all: safety, absences, tardiness, on time performance, and tenure on the job?

G. Does your discipline program have progressive penalties?

Yes: _____ No: _____

H. Do all personnel or just a selected few participate in defining or developing the standards for the program and penalties? If just a few, please specify who they are and how they are selected.

I. Define the standards and procedures for discipline for the different classes of employees; drivers, attendants, mechanics and management.

VII. Safety Programs and Activities

A. Safety Programs

1. If your company has established a continuing safety program, describe the operation, contents and requirements for the program. Include the hours an employee is required to attend for credit to be given.

2. How often are these meetings held? _____

B. Activities

1. Describe any established safety organization activities in which your organization or key personnel participate.

VIII. Accidents / Job Related Injuries

A. Accidents

1. Describe your company's policy on what is a chargeable school bus accident.

2. Provide the total number of school bus accidents your company has had in the State of California within the proceeding three (3) years. Break the numbers down into categories of chargeable, non-chargeable, moving, non-moving, students on board, and violations charged.

B. Job Related Injuries

1. Describe your company's policy on what is a job related injury.

2. Provide the total of job or work related injuries your company suffered with in the State of California, in the past three (3) years. Break down the numbers with in 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.

IX. Preventive Maintenance and Mechanical Repair

- A. Does your company have a formal, scheduled preventive maintenance program for school buses? If yes, provide a sample of checklists or describe what these forms cover and the schedule that they follow.

Yes: _____ No: _____

- B. Does your company require daily checks and written forms to be completed by the drivers?

Yes: _____ No: _____

C. How does your company ensure that serious defects or safety issues are addressed in a timely manner?

D. Do you maintain and evaluate records of vehicle / equipment failures? If so, how many road failures, per month, per year, per hundred buses did your company experience within the last three (3) years in California?

Yes: _____ No: _____

E. What percentage of time were your buses out of service for inspections, maintenance, repair, or other reasons within the last three (3) years in California?

F. What is your manpower or mechanic allotment schedule, (number of buses per mechanic)?

G. What length of time does your company keep maintenance records of school bus repair and inspections?

X. Insurance Data

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: _____

XI. Financial and Credit Data

Submit credit references, including at least five (5) trade or industry supplies with whom you regularly do business.

XII. Implementation Plan

- A. Provide a plan and schedule for implementing the Agreement for Furnishing School Transportation Services should your company be selected.

- B. Things to be included, but not limited to:

1. Acquisition of vehicles and equipment.
2. Inspection of vehicles and equipment by the District.
3. Occupation of facility.
4. Recruitment/relocation of personnel.
5. Selection and training of drivers.
6. Orientation of all company personnel with District staff, routes and facilities.

I, the undersigned, hereby certify that I am a representative of the below named contractor, and am duly authorized to execute the contract on behalf of the contractor. I further hereby certify that all information presented in answers to the questions contained in this Information Required of Bidder questionnaire is complete and accurate to the best of my knowledge. I understand that if the Irvine Unified School District Board of Education awards the Agreement for Furnishing School Transportation Services to the contractor that the information and commitments made within this questionnaire will become an effective part of the Agreement between the District and Contractor.

Signature

Print Name

Title

Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.

PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

For this contract, on a separate document, Contractor shall provide a description of buses which shall include the following information:

1. Bus Number
2. Made/Model
3. Passenger Capacity
4. Mileage
5. Year of Manufacturer
6. Additional Property Summary
 - a. Describe other associated or noteworthy equipment, tools, etc. to be provided by the contractor to be utilized at the District Transportation Site.

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

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 BID AMOUNT' OF THE BID** for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for:

Bid No. 23/24-01TS, School Transportation Services.

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 Workers' 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 to 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 costs 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.

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this bid/proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this bid/proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

**CERTIFICATE OF
RESTRICTIONS ON LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract/grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY (type or print name): _____

TITLE: _____

(Signature)

(Date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year ___ quarter ___ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

SAMPLE AGREEMENT

This Agreement, dated the ____ day of _____, 20__, 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 “Transportation Contractor”).

WITNESSETH that the District and the Contractor for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Scope / Term of Agreement

The Contractor shall furnish, operate, and maintain all equipment necessary for the transportation of pupils to and from schools maintained by the District, and schools which require transportation of District students outside the District boundaries. Such transportation would also include extra-curricular trips within or outside the District, and any trips the District declares as an emergency during the term of the Agreement.

1.1 Scope: Contractor shall provide (1) the daily service of the District, and (2) such other transportation as may be specified by the District.

1.1.1 The term “daily service”, as used herein, is all home-to-school and school-to-home transportation of any students, which takes place at the beginning or end of the school day for such students.

1.1.2 The term “other transportation”, as used herein, shall be defined as any transportation of students and District personnel other than daily service, including but not limited to extra-curricular trips and transportation of District personnel & students during declared emergencies.

1.1.3 The term “other passengers”, as defined herein, is District personnel and/or their children.

1.2 The Term of Agreement:

1.2.1 Initial Term: This Agreement shall begin on July 1, 2024 and continue in full force and effect through June 30, 2029. “Initial Term” unless early termination occurs in accordance with the terms of this Agreement or this Agreement is extended by written amendment, the Contractor shall execute this Agreement with Irvine Unified School District within five (5) calendar days from the date of receiving the Agreement.

1.2.2 1st Option Term: The Board of Education of the Irvine Unified School District, at its sole discretion, may elect to extend the term of this Agreement through the “1st Option Term” for the period July 1, 2029, through June 30, 2034, or terminate the Agreement by giving written notice to the Contractor by March 1, 2029.

1.2.3 Renewal Term: Continuation of this Agreement through the “Initial Term” and subsequent “Option Term” is contingent upon Contractors performance, including satisfactory performance review ratings. Performance reviews shall be conducted by the District on or about September 1, December 1, March 1, and June 1 of each year this Agreement is in effect. Performance reviews shall include, but may not be limited to the following:

1.2.3.1 Verification of satisfactory on all California Highway Patrol inspection;

1.2.3.2 Verification of current drug and alcohol training and testing of all Contractor personnel;

1.2.3.3 Maintenance of an on-time performance rating of 98 percent;

1.2.3.4 Maintenance of a safety record satisfactory to the District;

1.2.3.5 Maintenance of ratings on audit and/or inspections of vehicles, maintenance records, maintenance of radios in working order, drivers performance reviews including prompt reporting of missed or late trips to the District, and other such items which are satisfactory to the District;

1.2.3.6 Maintenance of good relations with District personnel, parents, students, and community;

1.2.3.7 Maintenance of prevailing salary and benefit packages for drivers, attendants, and other personnel; and

1.2.3.8 Other such items as may be inherent in providing efficient and cost effective transportation services as specified herein.

1.2.4 Default for Nonperformance: The Contractor shall be considered in default and the Agreement subject to termination if:

1.2.4.1 The Contractor furnishes or uses a bus that does not conform to the requirements of the Agreement;

1.2.4.2 The Contractor fails to comply with the requirements of the Agreement;

1.2.4.3 The Contractor fails to adhere to the routes and schedules provided by the District; and

1.2.4.4 The Contractor fails in any way to perform properly the services to be provided under the Agreement with the District, including failure to maintain satisfactory performance review ratings as

specified in section 1.2.3.

Failure or refusal of the Contractor to perform or do any act herein provided shall constitute a default. In the event of a default, in addition to any other remedy available to the District, the Agreement may be terminated, upon issuance of a written Intent to Terminate Agreement upon thirty (30) calendar days' notice, and service may be secured by the District from any source deemed appropriate by the District. If the cost is greater than the cost of the service provided by the Contractor, the excess cost shall be charged to and collected from the Contractor, and in addition, thereto, any damages approximately resulting from said default may be recovered from Contractor.

2. Specifications

- 2.1 The Board of Education of the Irvine Unified School District has authorized this Agreement and only it can make changes. The Administrator of Transportation or his/her designee(s) shall notify the Contractor of any such changes in writing.
- 2.2 The pupil transportation service under this Agreement shall be under the direction and control of the Administrator of Transportation or his/her designee(s).
- 2.3 In furnishing the pupil transportation service under the Agreement, the Contractor agrees to comply with and observe all the provisions of the State of California Vehicle Code, all other applicable laws, rules, and regulations prescribed by the California Highway Patrol, any other State agency, and the Board of Education of Irvine Unified School District relating to the transportation of pupils.
 - 2.3.1 The service shall include the providing of all transportation equipment, apparatus, personnel and materials per the specifications herein or as designated by the Administrator of Transportation or his/her designee(s).
 - 2.3.2 At any time during the Agreement period, the service shall be limited service of five (5) hours and unlimited service of eight and one-half (8-½) hours.
 - 2.3.3 The service performance shall be to the satisfaction of the Administrator of Transportation or his/her designee(s), whom shall have full responsibility for all day-to-day operations, as well as acceptance or rejection of Contractor personnel, and other matters as they relate to the interests of the District.
 - 2.3.4 The service performance of all Contractor personnel shall conform to the policies covered in the District's Transportation Driver's Handbook. If District policy conflicts with the Contractor's, the District's Policies will not be overridden unless authorized in writing by the Administrator of Transportation or his/her designee(s).

3. District Service Requirements – “As- Required ~ As- Requested ~ As- Needed” Basis

During the term of the Agreement, the District requirements for pupil transportation shall be as follows:

3.1 Regular School Days:

3.1.1 The Contractor shall be required to have available for service the total number of buses, drivers attendants and machines as specified in the Agreement, on any regular school day during the term of this Agreement.

3.1.2 The request and assignment for type of service, limited and unlimited of each bus, driver and attendant shall be by the District.

3.2 Summer School Sessions and Other Days excluding Saturdays and Sundays and Holidays:

3.2.1 During any summer session, and such other days as designated by the District, the number of buses, drivers and attendants, and the type of service shall be on an “as-requested and available” basis with the maximum number of buses and drivers being the total number under the Agreement.

3.2.2 Other days. “Other days” are days other than the first day of school and regular school days.

3.3 Special Trip Service:

3.3.1 The Contractor, due to the existence of a public and/or District Emergency (fire, flood, earthquake, etc.) upon District request, shall provide special trip service on an “as-requested and available” basis in accordance with the current Rate Schedule (yearly rates). **Note (1)= see page 56**

NOTE: Contractor’s deadhead time, as set in **Note (1)= see page 56**, shall not be subject to payment when, due to the existence of a public or District emergency (fire, flood, earthquake, etc.) the Contractor is shall provide all “special trip service”.

3.4 Requirement Review:

3.4.1 The District shall review its transportation program annually and will notify the Contractor in writing by the last day of July of each year, the preliminary requirements for the ensuing year.

3.5 Type of Service:

For computing payments for pupil transportation service in accordance with the Rate Schedule (yearly rates), the following shall apply:

District Service Time subject to payment under the Agreement shall include time required for:

3.5.1 Home-to-school and school-to-home:

3.5.1.1 Contractor's deadhead time that will not be subject to payment under the Agreement, is that time required for travel between points in **Note (1) = see page 56.**

3.5.1.2 Home-to-school route deadhead time (time between one home-to-school trip and another home-to-school trip, conducted with no time delay or stand-by time) is subject to payment.

3.5.1.2.1 Time delay or stand-by time shall be defined as a period of time greater than forty five (45) minutes.

3.5.2 Extra Curricular Trips:

3.5.2.1 Extra-Curricular trips will be billed as follows:

3.5.2.1.1 Trips done by buses attached to the District Agreement and are domiciled at the District transportation facility and that fall within the District's limited time, five (5) total hours within a day, shall not be billed extra. Trips that fall outside of the limited time, five (5) total hours, but within the unlimited time, eight hours and thirty minutes (8:30), shall be charged at the hourly rate after the first five (5) hours. Any hours past the unlimited time, eight hours and thirty minutes (8:30), minus thirty minutes (30) for required off time, will be charged as over-hours.

3.5.2.1.2 Trips that are done by standby buses or buses housed outside the District transportation facility shall be charged at the established hourly rate or the established five (5) hour minimum rate, whichever is less.

3.5.2.2 Contract driver time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated location for another assignment.

3.5.2.3 At no time will a mileage charge be incurred or considered.

3.5.3 Emergencies:

3.5.3.1 Contractor's deadhead time that will not be subject to payment under the Agreement is that time required for travel between points in **Note (1) = see page 56.**

3.5.4 As-needed school trips:

3.5.4.1 Routes that are established for an unknown time period and involving out-of-district transportation will be billed as follows:

3.5.4.1.1 When the vehicle/bus used belongs to the District, the District is billed only for the driver's hours when he/she is actually driving the vehicle/bus.

3.5.4.1.2 When the driver and bus belong to the Contractor, the District will be billed at the contract limited time or hourly rate for that type bus, whichever is less.

3.6 Limited Service (District Service):

3.6.1 Unit Daily Rate shall cover District Service Time (bus and driver) during the period beginning with the time of the first scheduled pupil pick-up each day, and ending after five (5) hours of service (bus and driver) excluding deadhead and layover time, except as noted in 3.5.1.2.

3.6.2 At District discretion, service may be continuous or separated into multiple periods of not less than one (1) hour each.

3.6.2.1 Each period shall end with the last scheduled pupil delivery before the layover, and the next period shall begin with the first scheduled pupil pick-up after the layover.

3.7 Unlimited Service (District Service):

3.7.1 Unlimited Service hourly rate shall cover service in excess of the Limited Service Rate ending with the last scheduled pupil delivery of the day.

3.7.2 Unlimited Service will begin when the driver and bus exceed five (5) hours, and will end when eight hours and thirty minutes (8:30) have been reached. Time billed will be for three (3) hours, as a thirty (30) minute break is required.

3.8 Over-hours:

3.8.1 Over-hours rates shall cover service in excess of the Unlimited Service Rate ending with the last scheduled pupil delivery of the day.

Note (1) - Contractor deadhead time which is not subject to payment under the Agreement, shall include the time required for travel between the following points:

From:	To:
Contractor's garage or Parking area*	Point of first scheduled pupil pick-up of the day
Contractor's garage or Parking area*	Point of first scheduled pupil pick-up after lay-over period
Point of last scheduled delivery prior to lay-over period	Contractor's garage or Parking area*
Point of last scheduled pupil delivery of the day	Parking location*

3.9 Contractor's garage and parking area*:

3.9.1 District shall permit Contractor's shared use of facilities with District personnel at the District Transportation Office/site at 100 Nightmist, Irvine CA 92618. A map of the District Transportation Site is attached hereto as Exhibit B and incorporated herein by reference.

3.9.2 The District will provide use of the District Transportation Facility grounds for parking (buses and employee vehicles), use of the District's maintenance garage and underground lift equipment for servicing and repair of required vehicles, a ready-room for drivers on layovers or standby, restroom and shower facilities, and Contractor vehicle access to the District fueling station (at the District's cost of fuel, including all fees and taxes, plus five percent [5%] handling charge). The District will provide all utilities, in ground water, sewer and electrical:

3.9.2.1 Parking of buses off the District Transportation property after scheduled school run hours will not be allowed unless approved in writing by the Administrator of Transportation or his/her designee(s).

3.9.3 The Contractor will be allowed limited use of the Transportation Office (shared building between District and Contractor for staff), situated on the District site at, 100 Nightmist Irvine CA. This office houses the Transportation Staff. One office and a small training/conference room, with a separate entrance and exit are to be utilized by the Contractor's Certified Driver Instructor and Contract Supervisor.

3.10 Office Lease:

3.10.1 The Contractor shall agree to enter into a lease agreement with leaser/owner of the Transportation Office (shared building between District and Contractor for staff), situated on the District site at 100 Nightmist, Irvine, CA. This office houses the Transportation Staff. One office and a training conference room with a separate entrance and exit is to be utilized by the Contractor's Certified Safety/Driver Instructor and Contract Supervisor. The cost and maintenance of the lease office will not be included in the proposal.

- 3.10.2 The Contractor is to furnish equipment and tools for the maintenance, repair, and cleaning of their vehicles and equipment.
- 3.10.3 Products to be purchased by the Contractor from the District, at District cost-plus five percent (5%) handling charge.
 - 3.10.3.1 All toilet products used in Transportation yard facilities.
 - 3.10.3.2 All sanitary products used by students and drivers while on buses.
- 3.10.4 Contractor vehicle parking will be limited to vehicles assigned to the District routes or assigned as standby buses for District transportation services and students.
- 3.10.5 One (1) maintenance vehicle assigned to the mechanics shall be allowed.
- 3.11 Mechanics/Fuel:
 - 3.11.1 The Contractor shall provide all equipment, tools and personnel to operate the Contractor's responsibilities within the District bus maintenance garage. The District shall pay for normal heat, power and water.
 - 3.11.2 The Contractor shall provide at least one (1) full-time, qualified mechanic (per every fifteen (15) vehicles) whose only job shall be to perform normal and preventive maintenance on the bus fleet.
 - 3.11.3 At no time, will Contractor personnel be allowed to conduct maintenance on private vehicles or equipment on District property.
 - 3.11.4 All Contractor mechanics assigned to the District will possess a valid California Commercial Driver's License, with an airbrake endorsement for test-driving of vehicles.
 - 3.11.5 Fuel:
 - 3.11.5.1 The District will provide fuel at District's cost including all fees and taxes plus 5% handling fee for use by the Contractor in buses stationed at District Transportation site and providing school transportation services for the District. On or about the 10th business day of each month, the District shall submit invoices to the Contractor, for the total cost of fuel consumed during the previous month.
 - 3.11.5.2 In the event of rationing by the Government of any product or commodity due to a national emergency, the Contractor shall not allocate any portion of the rationed product or commodity earned because of this Agreement to any other party without the express written approval of the District. Should it become necessary to

curtail the Contractor's services, either in whole or in part, it shall be the sole and exclusive right of the District to direct the Contractor in any resultant reduction in the service, including the elimination of routes.

3.12 Certified Safety/Driver Instructor and Contract Supervisor:

3.12.1 The Contractor shall provide to the District an onsite Certified Safety/Driver Instructor and Contract Supervisor.

3.12.2 The duties of the Certified Safety/Driver Instructor and Contract Supervisor shall encompass, but are not limited to.

3.12.2.1 Providing driver in-service, original and renewal training, as necessary to maintain a full complement of drivers, attendants and District drivers, in coordination with the District Administrator of Transportation or his/her designee.

3.12.2.2 Addressing safety and driver proficiency concerns as assigned by the District Administrator of Transportation or his/her designee.

3.12.2.3 Over-seeing the Contractor's drug and alcohol program.

3.12.2.4 Acting as the Contractor's first-line contact for the District regarding all personnel issues concerning Contractor drivers / attendants / mechanics.

3.12.2.5 Addressing all payroll, insurance, and benefit needs of the drivers, attendants and mechanics.

3.12.2.6 Having an operational knowledge of District billing and credit procedures and cost control.

3.12.2.7 Other related duties deemed reasonable and necessary by the District Administrator of Transportation or his/her designee(s).

3.13 Bus Driver and Attendant Requirements:

3.13.1 Drivers employed by the Contractor for service hereunder shall be duly licensed as required by law, and shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make driver assignments and routing policy to District routes:

3.13.1.1 Drivers are to be guaranteed a minimum of six (6) hours per day.

3.13.1.2 Drivers are to be guaranteed one (1) hour per month for an in-house safety meeting, conducted by the Contractor's training staff and in conjunction with the District's training staff for the purpose of addressing current safety concerns. This training will be considered part of the in-service and will not be charged back to the District.

3.13.2 Attendants employed by the Contractor for service hereunder shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make attendant assignments and routing policy to District routes:

3.13.2.1 Attendants are to be guaranteed a minimum of five (5) hours per day.

3.13.2.2 Attendants are to be guaranteed one (1) hour per month for an in-house safety meeting, conducted by the Contractor's training staff and in conjunction with the District's training staff for the purpose of addressing current safety concerns. This training will be considered part of the in-service and will not be charged back to the District.

3.13.3 The Contractor shall adopt the District's dress code for transportation personnel, consisting of a standard uniform which shall include a button-up collared polo shirt and pants/shorts in black/blue/khaki color, to be supplied and paid for by the Contractor. All Contractor personnel shall be required to wear this uniform while on duty, beginning no later than thirty (30) calendar days after assignment to regular District routes.

3.14 Standby Buses and Drivers:

3.14.1 The Contractor shall provide a sufficient number of standby drivers (not less than ten percent [10%] of the total number of established routes) to maintain continuous service satisfactory to the District at all times during the term of the Agreement – see Liquidated Damages.

3.14.2 The number of spare or standby buses shall be not less than 10% of the total number of regular service buses, and in no case less than one (1) bus of each category used during the term of this Agreement. All buses shall be identified as such on the bid and pre-qualified by the District Administrator or his/her designee(s) before commencement of service. Additional spare

buses may be approved during the period of the contract, but they must be inspected and approved by District Administrator or his/her designee(s) before being put into service.

3.15 Permits, Licenses, Laws and Regulations

3.15.1 The Contractor shall secure and maintain in force such licenses and permits as required by law for furnishing the service herein specified.

3.15.2 The Contractor shall comply with and observe all provisions of the California Vehicle Code, all directives and regulations of the California State Board of Education, the Board of Education of the Irvine Unified School District, and any other laws, rules or regulations applicable to the transportation of pupils.

3.15.3 Fingerprinting:

3.15.3.1 Contractor will provide a written statement certifying that all employees that will provide service to the District have been fingerprinted and that such fingerprints have been sent to the California Department of Justice for review and comments and that such employee have never been convicted of a felony.

3.16 Cancellations of Scheduled Routes and Extra Curricular Trips:

3.16.1 The District shall not be obligated to accept or pay for any service herein agreed to be furnished by the Contractor, on those days when the District cancels any scheduled route provided the District notifies the Contractor at least thirty (30) minutes before the time of the first scheduled pupil pick-up.

3.16.2 The District shall have the option to cancel any extra-curricular trip provided the District notifies the Contractor at least one (1) hour before the time of the first scheduled pupil pick-up, when the bus and driver are domiciled in the District transportation site.

3.16.3 The District shall have the option to cancel any extra-curricular trip providing the District notifies the Contractor at least two (2) hours before the time of the first scheduled pupil pick-up, when the bus and driver comes from a location other than the District Transportation yard.

3.16.4 Maximum cancellation charges for extra-curricular trips: Charges that will be accepted by the District are contingent on the driver and Contractor complying with section 3.5.2. For extra-curricular trips that are conducted after hours or on weekends, the following rates will apply:

3.16.4.1 Extra-curricular trips that are canceled after the driver arrives at the bus yard, but prior to the departure time, the District will be charged for, and the driver will be paid two (2) hours at the current

driver's rate, not to exceed the Agreement hourly rate.

3.16.4.2 Extra-curricular trips that are canceled after arrival at the school or pickup area, the District will be charged only the actual driving and standby time accrued by the bus hourly rate and the driver will be paid two (2) hours at the current driver's rate, not to exceed the Agreement hourly rate.

3.16.4.3 The billing time of section 3.14.1 and 3.14.2 will be controlled by section 3.5.2.2 and may not exceed two (2) hours unless approved by the District Administrator or his/her designee(s).

3.16.5 Unscheduled Closing of Schools:

3.16.5.1 The District shall not be obligated to accept or pay for any service herein agreed to be furnished by the Contractor, on those days when by direction of the Superintendent of the Irvine Unified School District, the District's schools are closed to insure the health or safety of the pupils, or for any other lawful reason.

3.17 Bus Washing:

3.17.1 The contractor agrees to pay each driver at least one hour (1:00) per week bus-washing time for van-type buses, and one hour thirty minutes (1:30) per week bus-washing time for conventional and transit-type buses, or to provide a bus washing service. This time is not to be part of the Limited or Unlimited Service time and is to be paid by the Contractor:

3.17.1.1 Contractor is to purchase all material and equipment used in the washing of buses and equipment.

3.18 Driver Orientation / Dry Runs:

3.18.1 Driver Orientation will be conducted for all personnel that will be assigned to perform duties for the District. The driver orientation shall include, but not limited to, pupil management, handicapped sensitivity training and dealing with parents, relationships with school personnel and the public, discipline on school buses, and other pertinent subjects and information.

3.18.2 Dry Runs will be conducted on a weekday prior to the start of school and will be run as though it were the first day of school with respect to both the morning and afternoon routes.

3.18.3 The cost of Driver Orientation and Dry Runs shall be borne by the Contractor and shall be conducted prior to the start of each year the Agreement is enforce.

4. District Equipment Requirements

General Requirements: All buses supplied under this Agreement shall be approved school buses as defined by all the applicable statutory and administrative codes and subject to the California School Bus Inspection Code. In addition, they must meet District approval.

In accordance with State Law, the Contractor shall require its drivers to inspect their buses daily, pre-trip, and at all other intervals required by State regulations, and to submit a written report of each inspection. The Contractor shall comply with all State required mechanical inspection and preventative maintenance schedules.

The Contractor shall keep and maintain all buses in good operating, safe running, and a clean and sanitary condition. In order to insure the same, the Contractor will make each bus available for inspection by authorized District personnel at any time. Inspection may be conducted at any school during a regular run, or while the bus is parked at the District Transportation site. Dates and times of such inspections will not be posted in advance.

The District will require the Contractor to remove from service any bus deemed unsafe or not in compliance with District requirements, or any applicable local, State or Federal law, rule or regulation.

The Contractor at its expense shall make any installation or modification of any bus or equipment required by a change in law or regulation.

Standby buses for use under this Agreement shall meet the requirements set forth for regular buses. The Contractor shall have adequate standby buses to maintain continuous service for the District.

Specific Requirements:

4.1 Transit Type I buses / 79 Passenger Capacity or More:

4.1.1 Buses must not be over ten (10) years old, except with specific written approval by the District.

4.1.2 Must be equipped with Compressed Natural Gas (CNG) engines and automatic transmissions:

4.1.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.

4.1.3 Must be equipped with a complete dual-airbrake system of the largest type available for that particular chassis.

4.1.4 Storage must be located under the passenger compartment and be of ample size to carry luggage securely.

4.1.5 All windows to the rear of the driver's compartment must be tinted.

- 4.1.6 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.1.7 Buses must be equipped with air conditioning.
- 4.1.8 Buses must come equipped with improved safety features including 3- point lap and pelvic seat restraints, additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks and child safety alert system.
- 4.2 Van Type Buses / 20 - 24 Passenger Capacities:
 - 4.2.1 Buses must not be over six (6) years old, except with specific written approval by the District.
 - 4.2.2 Must be equipped with gasoline burning engines and automatic transmissions:
 - 4.2.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.
 - 4.2.3 Must be equipped full hydraulic/power-assisted brake system of the largest type available for that particular chassis.
 - 4.2.4 All windows to the rear of the driver's compartment must be tinted.
 - 4.2.5 Buses must be equipped with air conditioning.
 - 4.2.6 Buses must come equipped with improved safety features including 3- point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of eight [8]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks and child safety alert system.
 - 4.2.7 Must be equipped with a strap-cutting device for emergency bus evacuations.
 - 4.2.8 Must be equipped with a factory-installed driver's door, located on the left side, next to the driver. This door shall have a manual powered, (down to open, up to close) window.
- 4.3 Wheelchair Buses / Required Equipment (Lift and Securing Devices):
 - 4.3.1 Must meet all the requirements set by applicable statutory and administrative codes, and guidelines established by the District for the appropriate type and capacity.
 - 4.3.2 Securement of chair and chair passenger must be as follows:

- 4.3.2.1 Securement track system must be designed to secure the wheelchair facing forward, with restraints on all four (4) corners of the chair.
- 4.3.2.2 Torso restraint and lap belt must be integrated into the securement system.
- 4.3.2.3 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.3.2.4 All buses will be required to have a storage container for restraints when not in use.
- 4.3.3 All windows to the rear of the driver's compartment must be tinted.
- 4.3.4 Buses must be equipped with air conditioning.
- 4.3.5 Buses must come equipped with improved safety features including 3- point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of six [6]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks and child safety alert system.
- 4.3.6 The District's Administrator of Transportation or his/her designee must approve all wheelchair lift equipment in writing:
 - 4.3.6.1 **The District will approve no Ramps.**
- 4.4 Other Required Equipment:
 - 4.4.1 All buses shall be equipped with a working am/fm radio.
 - 4.4.2 All buses shall be equipped with all the sanitary products used by students and drivers.
 - 4.4.3 All buses shall be equipped with all safety products required by law to be carried in school buses.
 - 4.4.4 All buses rated for 30 or more occupants shall be equipped with an additional inside public address system.
 - 4.4.5 All buses shall be equipped with working two-way radios so that communications between the District Transportation building and staff and the drivers is possible while in the local areas. This system including base station(s), bus radios and required license will not be charged to the District, and must be maintained in working order at all times.

- 4.4.6 Mirrors: In addition to all mirrors required by California State law, each bus shall be equipped as follows:
 - 4.4.6.1 A second crossview mirror mounted at the front, directly opposite the required crossview mirror.
 - 4.4.6.2 A minimum eight (8) inch round or six (6) inch square convex mirror mounted in conjunction with the left and right outside flat rear-view mirrors, but not affixed directly to the flat mirrors.
- 4.4.7 All buses shall be equipped with Global Positioning System (GPS) transmitters, and a computerized tracking system capable of providing “real time” data regarding the location and status of each vehicle, to include data tracking capabilities for parents to utilize the school bus tracking app. The GPS system shall be made accessible to the District and/or its designee for the purpose of verifying and reporting on arrival and departure times for buses at any designated stops.
- 4.4.8 The Contractor shall provide, install, utilize, and maintain the security/video monitoring system on all buses, which shall include front to rear, rear to front and/or mid view wide angle views. The Contractor is to retain possession of all video recordings. The District will have full access to all data generated upon request. All video recordings will be retained by the Contractor for a period of not less than 30 business days. All recordings related to a known incident will be retained until the situation has been successfully resolved. All buses, including spare buses, will be equipped with a monitoring system, which includes a camera on every bus. The District reserves the right to apply liquidated damages if cameras are not in good working order.

5. **Other Requirements**

5.1 Insurance Requirements:

- 5.1.1 The Contractor shall maintain insurance satisfactory to the District as set forth in this bid and Agreement, during the entire time of the Agreement.
- 5.1.2 The Contractor shall furnish evidence thereof to the District upon award of the contract and not less than fifteen (15) calendar days before new or renewed coverage is required of each policy on liability coverage, and a Certificate of Insurance on the Liability and Workman’s Compensation coverage.
 - 5.1.2.1 The Certificates shall be issued to the District business office, 5050 Barranca, Irvine, California 92604 and include a thirty (30) day cancellation clause guaranteeing that the District will be notified in writing of any cancellation of, or change in, the policy.

5.2 Public Liability Insurance/Commercial General Liability Insurance:

5.2.1 The Contractor shall maintain such Public Liability Insurance as will protect them from any claims for damages or personal injury, including death, and damage to property, which may arise from operations under the Agreement.

5.2.2 Such liability insurance shall be maintained in the following minimum limits per Occurrence:

Liability / Body Injury \$10,000,000.000

Property Damage \$10,000,000.000

Be extended to include as additional insured's the Irvine Unified School District and the Irvine Unified School District Board of Education. A rider must be carried as a supplemental to show that the Contractor shall cover District employees when driving or operating any vehicle or equipment owned, leased or operated by the Contractor. Be issued by an insurance carrier satisfactory to the District, and legally authorized to perform transactions in the business of insurance within the State of California.

5.3 Worker's Compensation Insurance:

5.3.1 The Contractor shall maintain Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

5.4 Dispute Resolution:

5.4.1 Should any questions arise as to the terms and conditions of this Agreement, which cannot be settled within thirty (30) calendar days, the matter shall be submitted to one person selected by the District and one selected by the Contractor for resolution. If the persons so selected are unable to agree upon a resolution within fifteen (15) calendar days following such a selection and appointment, then the dispute shall be submitted to the Assistant Superintendent of Business Services for the District and the _____ for the Contractor.

5.5 Payment and Faithful Performance Bonds:

5.5.1 The Contractor shall furnish the District with Payment and Faithful Performance Bonds, which shall be attached to and returned with the execution of the Agreement and yearly thereafter.

5.6 Liquidated Damages:

5.6.1 From the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damages and the resulting loss to the District if any, which may result from failure on the part of the Contractor to perform any of its obligations hereunder. The Contractor's liability hereunder shall be limited to and fixed at the sum of \$100.00 as liquidated damages, and not as a penalty, and this liability shall be exclusive of any other remedy. This liability shall be incurred on a per-incident basis, and will apply to each missed trip or route segment, or in instances in which it is necessary for the District to provide service or in instances where the Contractor fails to comply with any condition within the Agreement.

5.7 Invoices and Payments:

5.7.1 The Contractor shall submit monthly invoices in triplicate, on a form acceptable to the District, to the Transportation Department, 100 Nightmist, Irvine, California 92618. Subject to acceptance and written approval of the invoices, the District shall make payments monthly for service performed the preceding month. Contractor shall itemize, showing a breakdown of specific cost areas including regular education, special education and any other specific area identified by the District.

5.7.2 Payments for service shall be to the nearest five (5) minutes. Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice, unless the Contractor files a written claim for error or omission.

5.7.3 Deductions by the District shall be made within ninety (90) days of the date of such invoice. Deductions shall be made from the Contractor's payment for failure to provide any portion of the services required under the terms of this Agreement in accordance with the following:

5.7.3.1 Number of trips missed multiplied by the applicable unit rate.

5.7.3.2 Any incidents of liquidated damages.

5.7.4 Assessment of such deductions by the District shall in no way relieve the Contractor of its obligations to provide spare buses and drivers sufficient to cover all interruptions in service to the District due to failure of equipment or lack of personnel.

5.7.5 Adjustment of Rates: Compensation for all services provided under the terms of the Agreement shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified within, the Contractor shall provide the District with a written proposal on or before March 31st of each year. The basis for such

adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period ending February 28th of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair but never more than five percent (5%). The adjusted rate shall be effective July 1 every year.

5.8 Independent Contractor:

5.8.1 While performing its obligations under this Agreement, the Contractor is an independent Contractor and not an officer, employee or agent of the District. The Contractor shall not, at any time, or in any manner represent that it, or any of its officers, employees, or agents are employees of the District.

5.9 Hold Harmless:

The Contractor agrees to and does hereby indemnify and hold harmless the District, its Board of Education Officers, agents, and employees from and against every claim and demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

5.9.1 Death or bodily injury to person(s), injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from criminal misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and,

5.9.2 Any injury to or death of any person(s) or damage to any property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damages occur either on or off District property, except for injuries and losses resulting from criminal misconduct of the District, its Board of Education Officers, employees, agents or independent contractors who are directly employed by the District. The Contractor, at its 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 Board of Education officers, agents or employees, on any such claim, demand, liability, loss, damage or expense through legal counsel satisfactory to the District, and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education Officers, agents or employees in any

action, suit or other proceedings as a result thereof.

5.10 Notices:

5.10.1 All notices required by this Agreement or other communications to either party by the other party shall be deemed given in writing and sent by certified or registered mail deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed to **Irvine Unified School District, Business Services/Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604.**

5.11 Entire Agreement:

5.11.1 This Agreement constitutes the entire agreement between the District and the Contractor and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment excited by both parties to the Agreement.

5.11.2 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.

5.12 Assignment:

5.12.1 The obligation of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

5.13 Compliance with Applicable Laws:

5.13.1 The services must meet the approval of the District and shall be subject to the District's general right of inspection to secure satisfactory completion thereof. Contractor agrees to comply with all Federal, State and Local laws, rules, regulations and ordinances that are now or in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

5.14 Governing Laws

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

5.15 Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

6. Component Parts of the Agreement

The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Notice Calling for Bids
- 6.2 Bid Objective
- 6.3 Calendar of Events
- 6.4 Information for Bidders
- 6.5 Bid Form
- 6.6 Bid Form Pricing Sheet
- 6.7 Information Required of Bidder
- 6.8 Proposed School Bus Inventory and Property Summary
- 6.9 Noncollusion Declaration
- 6.10 Bid Bond
- 6.11 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- 6.12 Certificate of Restrictions on Lobbying / Disclosure of Lobbying Activities
- 6.13 Sample Agreement
- 6.14 Payment Bond
- 6.15 Faithful Performance Bond
- 6.16 Workers' Compensation Certificate
- 6.17 Drug-Free Workplace Certification
- 6.18 Criminal Records Check Certification
- 6.19 Tobacco Use Policy
- 6.20 W9
- 6.21 General Conditions
- 6.22 Exhibit A
- 6.23 Exhibit B
- 6.24 Insurance Requirements: Certificates of Insurance and Specific Endorsements
- 6.25 Addenda No(s). _____, _____, _____, _____ as issued, if any

All of the above-named contract documents are intended to be complementary. Work required by one (1) of the above-named contract documents and not by others shall be done as if required by all.

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

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.
(Corporate Seal of Contractor,
if corporation)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to _____ (hereinafter referred to as the "Contractor/Principal") a contract for the work described as **Bid No. 23/24-01TS, School Transportation Services**;

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 to 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, or a subcontractor, 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, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, 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 inure 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 the 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)

IN WITNESS HEREOF, we have here to set our hands and seals on this ____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By:

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By:

Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

FAITHFUL PERFORMANCE 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 **Bid No. 23/24-01TS, School Transportation Services**;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to 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 payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ () years after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of _____ () years from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: _____
Signature

(Mailing Address, Telephone No. and Facsimile No. of Surety)

Print Name and Title

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

WORKER’S 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 Agreement.)

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 maintain 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

SAMPLE

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that anyone who has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ 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 DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CRIMINAL RECORDS CHECK
CERTIFICATION BY CONTRACTOR

To the Governing Board of Irvine Unified School District:

I, _____, am the _____, of _____
Name of Individual Title Name of Contractor
and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.
4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or Printed Name

Title

Name of Contractor

Address

Telephone

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 FORM

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

GENERAL CONDITIONS

1. TERM: This Agreement shall begin on July 1, 2024 and continue in full force and effect through June 30, 2029, the “Initial Term.” Unless early termination occurs in accordance with the terms of the Agreement or this Agreement is extended by written amendment, the Contractor shall execute this Agreement with Irvine Unified School District within five (5) calendar days from the date of receiving the Agreement.

2. AWARD OF CONTRACT: Pursuant to Education Code 39802, the District’s 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 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 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.

All bidders must provide pricing and information for items as noted on the Bid Form/Bid Form Pricing Sheet. Bidders may **NOT** arbitrarily make changes or additions to the Bid Form/Bid Form Pricing Sheet. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in bidding process.

3. 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 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 services 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.

4. 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 is required by the bidder/Contractor.

5. SUBCONTRACTORS: Subcontractors will not be permitted.

6. DISTRICT'S RIGHT TO CHOOSE SUITABLE TRANSPORTATION: The District shall be the sole judge as to the requirements needed by its schools, students and employees in requesting transportation. The Contractor shall have available for use wheelchair accessible vehicles and car seats.

7. 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.

8. CHANGES: The District may at any time, by a written order make changes, within the general scope of this Agreement, including but not limited to: format and content of information, number of required copies, time and place of submission of reports and other documentation.

9. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.

10. FORCE MAJEURE CLAUSE: The parties of the Agreement 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, strike, 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.

11. **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.

12. **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.

13. **SEVERABILITY:** If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

14. **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.

15. **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, it's 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, its Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

16. INDEPENDENT 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.

17. 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 Contractor's employees while on District property. Contractor understands and agrees that should any employee of Contractor violate the District's Board Policy after having already been warned once for violating the District's 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.

18. 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.

19. 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.

20. CONFIRMATION: The Contractor shall confirm acceptance of all trip(s) and services with the District within twenty-four (24) hours of receiving any such assignment.

21. 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.

22. 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.

23. 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) year 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.

24. 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 and an endorsement to said policy(s) naming the District as additional insureds while rendering services under this Agreement.
- b. Certificates and insurance policies shall include the following:
 - i. 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."

- ii. 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.
 - iii. 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's 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.

25. 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 Contractor.

26. 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.

27. PAYMENTS FOR SERVICES: The Contractor shall submit invoices in the form and number required by the District for all services under this Agreement. 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 sixty (60) days of receipt of a correct invoice.

28. OTHER CONTRACTS:

- a. District reserves the right to award other contracts in connection with transportation services. Nothing herein contained shall be interpreted as granting to Contractor an exclusive contract. Contractor shall not cause any unnecessary hindrance or delay to any other contractor.
- b. Contractor shall ascertain to its own satisfaction the scope of the services and nature of any other contracts that have been or may be awarded by District to the end that Contractor may perform services in the light of such other contracts, if any.

- c. District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts for transportation services, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

EXHIBIT A

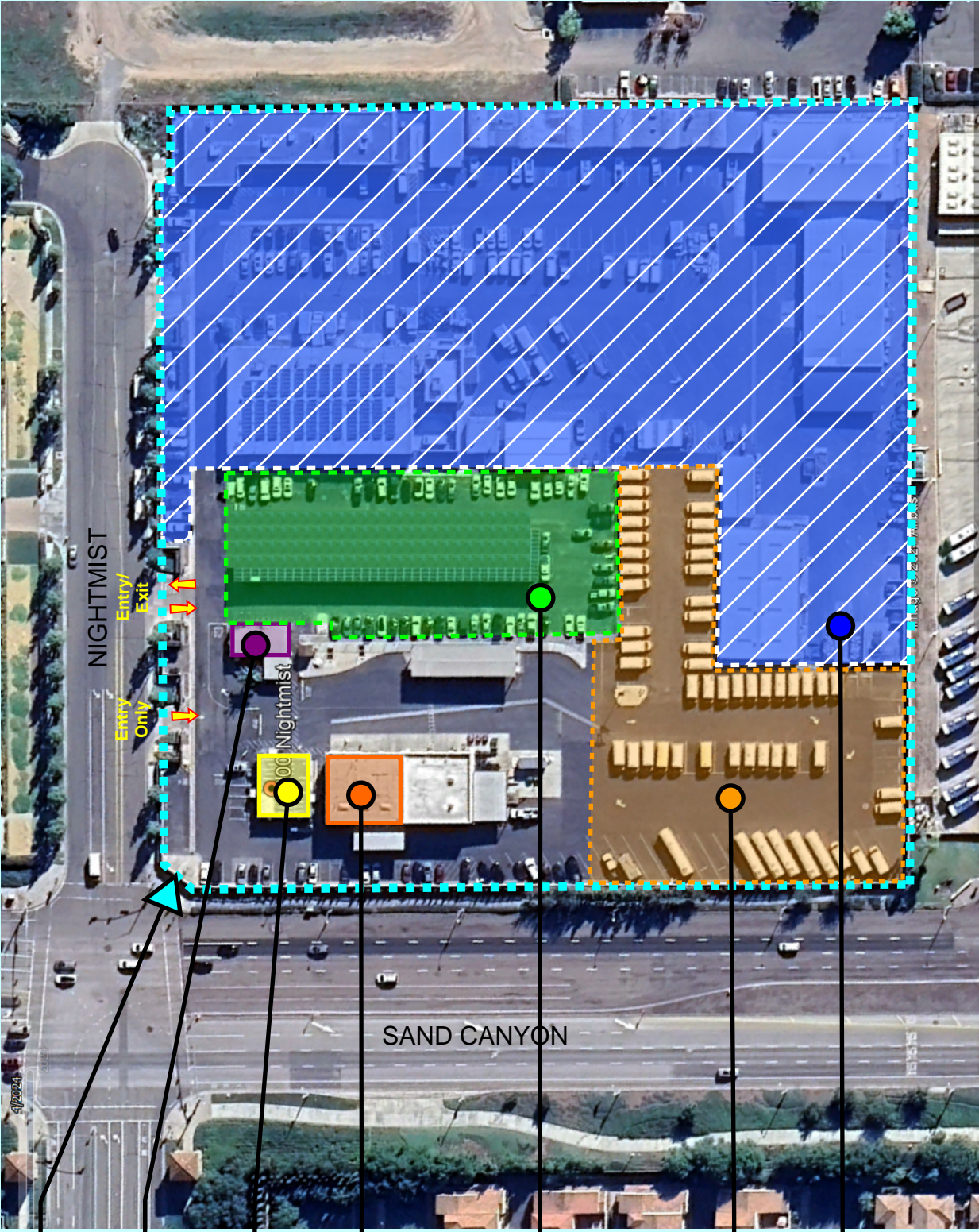
**Estimated Transportation Cost for 2023/24
(For Reference Purposes Only)**

Estimated Cost for 2023/24:

Elementary	\$348,146.10
Secondary	\$348,146.10
Special Ed:	\$3,828,789.60 (includes 20 days of ESY)
Total:	\$4,525,081.80

EXHIBIT B

District Transportation Site



District M.O.T. Property Boundary

Bus Driver Break Area

Transportation Office

Bus Maintenance Shop

Employee Parking Spaces

Bus Vehicle Parking Spaces

School District Operations Yard

EXHIBIT B

Maintenance, Operations & Transportation Yard

100 Nightmist, Irvine, CA 92618