

## Addendum No. I

### Bid No. 17/18-01TS, Charter Bus Services

April 20, 2018

This addendum forms a part of the contract and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the contract, of the original bid documents. **Modify the following items wherever appearing in any portion of the bid documents.** Acknowledge receipt of Addendum No. I in the space provided on this form as well as on the REVISED BID FORM (attached). Failure to do so may subject bidder to disqualification.

#### Changes and/or Additions to Bid Documents

##### 1.1 Changes to Information for Bidders, No. 17. Insurance and Workers' Compensation.

- 1.1.1 Question: Page 10, 17 Insurance and Workers' Compensation, a. - The district is requesting an insurance carrier with a rating of A, VIII. One of the largest insurance carriers in the passenger transportation industry is rated A-, VII, will the District accept this insurer?

*Answer: Yes, the District will accept an insurance carrier with a rating of A-, VII.*

- 1.1.2 Question: Page 10, 17 Insurance and Workers' Compensation, a. i. - The district is requesting that Sexual molestation or abuse (SAM) coverage not be excluded from the General Liability Policy, however, this coverage is generally covered by a separate policy. Will the District accept a separate policy for the SAM coverage?

*Answer: Sexual Abuse/Molestation coverage must be included under General Liability or 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.*

- 1.1.3 Question: Page 10, 17 Insurance and Workers' Compensation, a. i. (a) - Is the district requesting a \$20,000,000 aggregate also for the SAM coverage? If the district is requesting this coverage please note that this level of coverage may be ne readily available to carriers at this time. The current industry standards for similar work in county range from \$1,000,000 to \$5,000,000 of SAM coverage. Will the district agree to accept \$5,000,000, SAM coverage which is covered by a separate policy or policies from the General Liability?

*Answer: Sexual Abuse/Molestation coverage must be included under General Liability or 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.*

- 1.1.4 Question: a. i. (c) – The district is requesting Products/Completed Operations Insurance, this coverage is for a manufactured product or construction. As this is a passenger transportation contract this insurance would not apply to this contract, will the district waive this requirement?

*Answer: The District will waive the Products/Completed Operations insurance.*

- 1.2 Changes made to the Bid Form, see “Revised Bid Form and Bid Form Pricing Sheet” (reference attachment).

- 1.2.1 Question: Page 19, Bid Form Pricing Sheet, School Buses: Drop and Return – What is the time and geographic area for the drop and return requests for the district?

*Answer: The geographic area is within Orange County area; reference attachment.*

- 1.2.2 Question: Page 19, Bid Form Pricing Sheet, School Buses: One Way Route – What is the time and geographic area for the one-way trip requests for the district?

*Answer: The geographic area is within Orange County area; reference attachment.*

- 1.2.3 Question: Page 20, Bid Form Pricing Sheet – The district is requesting “SPAD Approved Recliners with Restroom”, is this an error on the part of the district and should the request read “SPAB Approved Recliners with Restroom”?

*Answer: Yes, it should read “SPAB Approved Recliners with Restroom”; reference attachment.*

- 1.2.4 Question: Page 20, Bid Form Pricing Sheet – The district is requesting cost of cancellation within four (4) hours. Four (4) hours does not allow the carrier adequate time in advance for cancellation, will the district agree to a minimum of twenty-four (24) hours’ notice?

*Answer: The District cannot agree to a minimum of twenty-four (24) hour cancellation notice. Many times, the District does not have all of the information to accommodate a twenty-four hour notice. District will agree to a five (5) hour cancellation notice; reference attachment.*

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

**NOTE:** The failure or omission of any bidder to receive or examine any bid document, forms, instrument, addendum, specifications, or other documents, shall by no means relieve any bidder from any obligation with respect to his bid or to the contract.

**SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR BID.**

**Bid Due Date: May 1, 2018 at 10:00 am.**

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Company Name

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Print Name and Title

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Signature

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Date

**REVISED 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 of Lobbying, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 17/18-01TS, Charter Bus Services**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in this Bid Form/Bid Form Pricing Sheet.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Bid Documents, whether or not expressly listed or designated

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

3. The initial term of the Agreement is July 1, 2018 through June 30, 2019. Term of the Agreement may be extended upon mutual written consent of District and successful bidder(s) and the approval of the District’s Governing Board for an additional four (4) one (1) year periods

in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

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

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

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

7. The undersigned hereby warrants that the bidder has all appropriate licenses, 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.

8. 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.

9. 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.

10. **Time is of the essence.**

11. 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.

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

13. The Information Required of Bidder form has been fully completed and is attached hereto.

**REVISED BID FORM PRICING SHEET**

**School Buses:**

No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Five Hours	Hourly Rate: Hours Over Five
	72			
	78			
	84			
	90			

**School Bus with Wheelchair Capacity:**

No. of Buses Available	Ambulatory Capacity / Wheelchair Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Five Hours	Hourly Rate: Hours Over Five
	72			
	78			
	84			
	90			

**School Buses: Drop and Return (within Orange County area)**

No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	Drop and Return Rate
	72		
	78		
	84		
	90		

**School Buses: One Way Rate (within Orange County area)**

No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	One Way Rate
	72		
	78		
	84		
	90		

**REVISED BID FORM PRICING SHEET Continued**

**SPAB Approved Recliners with Restroom:**

No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Five Hours	Hourly Rate: Hours Over Five
	25			
	47			
	55			

**SPAB Approved Recliners with Restroom and Wheelchair Capacity:**

No. of Buses Available	Ambulatory Capacity / Wheelchair Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Five Hours	Hourly Rate: Hours Over Five
	25			
	47			
	55			

**Wheelchair Bus:**

No. of Buses Available	Ambulatory Capacity / Wheelchair Capacity	Minimum Five Hours	Hourly Rate: Hours Over Five

Bus hour for all categories above shall be computed from the District specified pick-up and delivery points.

**Bidders shall complete Scenarios 1 through 7 on Bid Form Pricing Sheet. Failure to complete all seven (7) Scenarios shall render the bidder NONRESPONSIVE.**

There will be a cancellation fee of \$\_\_\_\_\_ charged to the District for buses cancelled by the District within **five (5) hours** prior to the scheduled trip time.



**REVISED BID FORM PRICING SHEET Continued**

**Scenario No. 1**

**College Park Field Trip:**

3700 Chaparral Avenue  
Irvine, CA

**Date of Trip:** Thursday, 5/10/2018

**Student Count:** 130 / 1 Wheelchair

**Arriving at School:** 7:30 am

**Departing School at:** 8:00 am

**Reloading at:** 2:30 pm

**Destination:**

Riley Farms  
12261 S. Oak Glenn Road  
Oak Glenn, CA

**Customer Special Instruction:**

Group would like to have Recliners and to have their 1 wheelchair student included on the recliner so student is not left out.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours Cost Written Out  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**Scenario No. 2**

**Northwood High School Field Trip:**

4515 Portola Parkway  
Irvine, CA

**Date of Trip:** Monday, 5/7/2018

**Student Count:** 102 / 2 Wheelchair

**Arriving at School:** 8:00 am

**Departing School at:** 8:30 am

**Reloading at:** 2:00 pm

**Destination:**

California Science Center  
700 State Street  
Los Angeles, CA

**Customer Special Instruction:**

Group would like Regular School Buses and would like their wheelchair students to be included and not have a separate bus for them.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours Cost Written Out  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**REVISED BID FORM PRICING SHEET Continued**

**Scenario No. 3**

**Vista Verde Field Trip:**

1 Federation Way  
Irvine, CA

**Date of Trip:** Monday, 5/7/2018

**Student Count:** 110 / 1 Wheelchair

**Arriving at School:** 8:00 am                      **Departing School at:** 8:30 am

**Reloading at:** 5/11/2018 at 11:00 am

**Destination:**

Camp Edward  
42842 Jenks Lake Road East  
Angeles Oaks, CA

**Customer Special Instruction:**

Group would like to have Recliners and to have their 1 wheelchair student included on the recliner so student is not left out.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours                                      Cost Written Out  
 \_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**Scenario No. 4**

**Culverdale Field Trip:**

2 Paseo Westpark  
Irvine, CA

**Date of Trip:** Monday, 5/14/2018

**Student Count:** 84 / 0 Wheelchair

**Arriving at School:** 9:00 am                      **Departing School at:** 9:00 am

**Reloading at:** 12:30 pm

**Destination:**

Santa Ana Zoo  
1801 E. Chestnut Avenue  
Santa Ana, CA

**Customer Special Instruction:**

Group would like one (1) 84 passenger Regular School Bus.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours                                      Cost Written Out  
 \_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**REVISED BID FORM PRICING SHEET Continued**

**Scenario No. 5**

**Rancho MS Field Trip:**

4861 Michelson  
Irvine, CA

**Date of Trip:** Tuesday, 6/18/2018

**Student Count:** 285

**Arriving at School:** 9:00 am

**Departing School at:** 9:00 am

**Reloading at:** 4:30 pm

**Destination:**

Knott's  
8039 Beach Blvd  
Buena Park, CA

**Customer Special Instruction:**

Group would like Drop and Return Regular School Buses.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours Cost Written Out  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**Scenario No. 6**

**Irvine High School Field Trip:**

4321 Walnut Avenue  
Irvine, CA

**Date of Trip:** Tuesday, 6/18/2018

**Student Count:** 325

**Arriving at School:** 10:00 pm

**Departing School at:** 10:00 pm

**Reloading at:** Wednesday, 6/19/2018 at 4:30 am

**Destination:**

Dave N Busters  
20 City Blvd West  
Orange, CA

**Customer Special Instruction:**

Grad Nigh Buses / Group would like Drop and Return Regular School Buses.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours Cost Written Out  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**REVISED BID FORM PRICING SHEET Continued**

**Scenario No. 7**

**Northwood High School Field Trip:**

4515 Portola Parkway  
Irvine CA

**Date of Trip:** Wednesday, 6/20/2018

**Student Count:** 435 / 1 Wheelchair

**Arriving at School:** 12:00 pm

**Departing School at:** 12:30 pm

**Reloading at:** One Way Drop

**Destination:**

Bren Center UCI  
Mesa Drive & W. Peltason Drive  
Irvine, CA

**Customer Special Instruction:**

Commencements / Group would like Regular School Buses. Group will also be taking the Toll Road, teachers will have toll money, 9 buses will drop one (1) way and one (1) bus will remain and bring back teachers and staff.

Cost \_\_\_\_\_, \_\_\_\_\_  
No. of Students or Buses and No. of Hours Cost Written Out  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_). – Based on Bid Form Pricing Sheet price

**Total Cost of Scenario Nos. 1-7:** \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

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: \_\_\_\_\_

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**Partnership** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

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**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signed by: \_\_\_\_\_, President Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

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

**Joint Venturer** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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**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: \_\_\_\_\_