

Addendum No. III

Bid No. 17/18-02TS, Charter Bus, Activity Trips & Transportation Services

May 23, 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. III in the space provided on this form as well as on the BID FORM. Failure to do so may subject bidder to disqualification.

Changes to Bid Documents

3.1 Information for Bidders, attached hereto, as REVISED – INFORMATION FOR BIDDERS, specifically, number 17. *Insurance and Workers' Compensation* has been modified.

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/her bid or to the contract.

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

Bid Due Date: May 31, 2018 at 11:00 am.

Company Name

Print Name and Title

Signature

Date

REVISED - 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, Transportation Department, 100 Nightmist, Irvine, CA 92618, Attn: Rose Clegg**, 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. 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.

4. 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.

5. 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.

6. 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.**

7. 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.

8. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to **Maria Ragas at MariaRagas@iusd.org by May 17, 2018 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.**

9. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (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.

10. 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. 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.

11. Agreement. The form of Agreement, 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 will be executed in two (2) original counterparts. 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 of Lobbying, Tobacco Use of Policy, General Conditions, Special Provisions, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, 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.

12. Copies. The number of executed copies of the Agreement, required is two (2).

13. Term of Contract. Initial Term of the contract shall be July 1, 2018 through June 30, 2019 with an option to extend for four (4) additional one (1) year terms by mutual written agreement and upon approval of the District's Governing Board for a maximum term of five (5) years.

14. 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.

15. 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.

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

17. 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.

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.

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|-----|----------------------------------|--------------|
| (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 \$5,000,000 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.

18. Hold Harmless/Indemnification and Insurance. 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.

19. 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.

20. 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.

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

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

23. 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.

24. Prices. All prices must remain firm for the entire initial term of the contract. Pricing shall be inclusive of all and any cost 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 April 30th 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 March 31st of the then current year, in the category All Urban Consumers, Los Angeles-Orange-Riverside 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. The adjusted rate shall be effective July 1st.

25. 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.

26. 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.

27. Personnel. All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any driver and shall notify the successful bidder in writing. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the District's contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The

successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment, random drug testing on all drivers involved in transporting students and other persons for the District. Post-accident drug testing will be performed in a manner consistent with District transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

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

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

30. 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.

31. 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.

32. Criminal Records Check. Successful bidder shall require each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code sections 33192, 44237. Successful bidder shall comply with the requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and drivers, prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who has been convicted of, or entered a plea of nolo contendere 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.

33. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in 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.

34. 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.

35. 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.