



IRVINE UNIFIED SCHOOL DISTRICT

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

Bid Deadline: Tuesday, May 1, 2018 at 10:00 am

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

Required Documents

Please return this sheet with your bid documents

Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Noncollusion Declaration
- Information Required of Bidder
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying

Other Forms not required until after award

- Agreement
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Tobacco Use Policy
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)

Bid No. 17/18-01TS, Charter Bus 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: **Tuesday, May 1, 2018 at 10:00 am**
Place of Bid Receipt: **Irvine Unified School District
Transportation Department
Attn: Rose Clegg
100 Nightmist, Irvine, CA 92618
Bid No. 17/18-01TS, Charter Bus Services**

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. 17/18-01TS, Charter Bus Services.**

Project documents will be available on April 10, 2018 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Mandatory Bid Meeting. Mandatory bid meeting will be conducted to answer any questions and explain details regarding bid requirements, specifications, and scope of work. This mandatory meeting will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the bid so that they may fully understand facilities, difficulties, and restrictions.

Any bidder interested in this bid must attend. Bidders not in attendance for the entirety of the mandatory meeting will be deemed ineligible on this bid. A mandatory sign-in sheet will be required.

Date: Thursday, April 19, 2018
Time: 11:00 am
Location: Transportation Department, 100 Nightmist, Irvine, CA 92618

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 10:00 am on Monday, April 23, 2018.

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
Specialist, Purchasing Contracts

Advertise: Orange County Register; April 10 & April 17, 2018

Bid Objective

The Irvine Unified School District (District) is seeking bids for transportation services to provide both field and athletic trips as required for various school sites throughout the District on an as needed basis.

During the 2016/17 school year, the District scheduled approximately 1415 individual field and athletic trips which exceeded the amount of trips that could be completed by the District's current transportation contractor. The District anticipates the amount of scheduled trips for the 2018/19 school year to be higher than the previous year, however, the amount is not guaranteed and may be more or less depending on the District's needs. Any field and/or athletic trips not provided by the successful bidder, either due to exceeding the reserve fleet capacity or due to the District not scheduling in advance, will be referred to another company at the discretion of the District.

The successful bidder shall furnish, operate and maintain California school buses and school pupil activity buses with certified school bus drivers for the transportation of students and other persons on field & athletic trips as specified by the District when the District's current transportation contractor is unable to provide the transportation services required by the District. District transportation needs may be either within or outside of the District and on any day during the term of the Agreement.

This is a one (1) year contract which may be renewed by mutual written agreement between the successful bidder and the District for four (4) additional one (1) year terms for a maximum term of five (5) years.

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	April 10, 2018 April 17, 2018
Bid Posted	IUSD Website	April 10, 2018
Mandatory Bid Meeting	Transportation Department 100 Nightmist Irvine, CA 92618	April 19, 2018 at 11:00 am
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	April 23, 2018 by 10:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before April 25, 2018
Bid Deadline/Opening	Transportation Department 100 Nightmist Irvine, CA 92618	May 1, 2018 at 10:00 am
*Board of Education Action	Award of Contract	May 29, 2018

*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, 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 April 23, 2018 by 10:00 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, VIII, 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 Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(a)	General Aggregate	\$20,000,000
(b)	Each Occurrence	\$5,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. 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.

iii. 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. and ii. 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 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.

FIRM NAME: _____

ADDRESS: _____

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

E-MAIL ADDRESS: _____

BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

**BID NO. 17/18-01TS,
CHARTER BUS SERVICES**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT
PURCHASING DEPT.
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 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.

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

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

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

BID FORM PRICING SHEET Continued

SPAD 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			

SPAD 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 four (4) hours prior to the scheduled trip time.

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

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.

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

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

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

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

- (5) Have you ever been licensed under a different name or different license number?

Yes _____ No _____ If "Yes," give name and license number.

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

Name	Title
_____	_____
_____	_____
_____	_____

Name, title, contact information of person who attended mandatory bidder's conference:

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

(8) Number of years as a provider of student transportation services: _____ years

(9) Are you currently engaged in or have you provided home-to-school transportation services under contract with a school district or county superintendent of schools?

Yes ____ No ____

a. If yes: Name of Agency: _____

b. Address: _____

c. Telephone Number: _____

d. Contact Person: _____

e. Name of your current terminal or location manager: _____

f. Length of manager's service at location: _____

g. Types of service you provide at location: _____

h. Number of buses/vehicles utilized per location: _____

i. Beginning and ending dates of current contracts: _____

(10) Are you currently engaged in or have you provided special education transportation services under contract with a school district or county superintendent of schools?

Yes ____ No ____

a. If yes: Name of Agency: _____

b. Address: _____

c. Telephone Number: _____

d. Contact Person: _____

e. Name of your current terminal or location manager: _____

f. Length of manager's service at location: _____

g. Types of service you provide at location: _____

h. Number of buses/vehicles utilized per location: _____

i. Beginning and ending dates of current contracts: _____

(11) List all applicable transportation permits (City, County, and State) under which you currently operate your transportation services:

(12) The number of drivers/vehicles in your employ in California and the types of service you provide.

Drivers _____ Vehicles _____ Types of Services _____

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

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

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

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

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

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

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

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

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

- Types and severity of disabilities

- Procedures for providing transportation services for individuals with moderate to severe disabilities
- Types of training you provide to staff to work with individuals with disabilities

(21) Do you require all your transportation specific employees to undergo random drug testing?
Yes ____ No ____ If yes, explain your company policies and procedures: _____

(22) Does your company fingerprint all employees, drivers, attendants and mechanics who might come in contact with students? Yes ____ No ____

(23) Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might come in contact with students? Yes ____ No ____

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

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

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

(27) Describe your standards and procedures for discipline of drivers. _____

(28) Describe your policy on what is a chargeable vehicle accident. _____

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

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

(31) Provide the total of job or work related injuries you suffered within the State of California, in the past three (3) years. Break down the numbers within categories of preventable or non-preventable. Give a brief description of what programs or training were instituted to ensure a non-reoccurrence of the injuries. _____

(32) Do you have a formal, scheduled preventive maintenance program for vehicles?
Yes ____ No ____ If yes, provide details of the program and a sample of checklists.

(33) Do you require daily checks and written forms to be completed by the drivers?
Yes ____ No ____

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

(35) What is your manpower or mechanic allotment schedule (no. of vehicles per mechanic)?

(36) If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three (3) years within California? Yes ____ No ____ If no, please explain: _____

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

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

(39) Have you ever defaulted on any school district or public transportation contract? Yes ___ No ___ If yes, give dates, names and addresses of school district/public agency and details. _____

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

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

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

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

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

(44) Are you currently providing transportation services under another contract?
Yes ____ No ____ If yes, provide the following information:

a) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

b) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

c) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

d) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

e) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(45) Are there transportation services contracts not listed above that will be undertaken during the duration of District’s transportation services contract?

Yes ____ No ____ If yes, provide the following information:

a) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

b) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

c) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

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

1) Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2) Name: _____
Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3) Name: _____
Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

4) Name: _____
Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

5) Name: _____
Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

(47) Additional Information: _____

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

Signature

Print Name

Title

Date

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

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

**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 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 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 (2) of this certification; and
4. Have not within a three-year period preceding this 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**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:

(Firm Name)

1. No Federal appropriated funds have been 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, 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 attached, 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 all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

Executed this _____ day of _____, 20__

By: _____
(Signature of authorized official)

(Title of authorized official)

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”).

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

1. TRANSPORTATION CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 17/18-01TS, Charter Bus Services**, including 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, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the TRANSPORTATION CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is July 1, 2018 through June 30, 2019. Term of the Agreement may be extended upon mutual written agreement of District and successful bidder(s) and 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.

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

6. Termination for Cause or Nonappropriation. In the event TRANSPORTATION CONTRACTOR defaults in the performance of the Agreement as set forth in the General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in the General Conditions, then this Agreement shall terminate or be suspended as set forth in the General

Conditions.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require TRANSPORTATION CONTRACTOR to cease all services by providing TRANSPORTATION CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, TRANSPORTATION CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

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

7. The TRANSPORTATION CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its 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 TRANSPORTATION CONTRACTOR or any person, firm or corporation employed by the TRANSPORTATION 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 TRANSPORTATION CONTRACTOR or any person, firm, or corporation employed by the TRANSPORTATION CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the TRANSPORTATION CONTRACTOR, either directly or by independent contract.

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

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Transportation Contractor, at the Transportation Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Transportation Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Transportation Contractor or individual entities comprising the Transportation Contractor, in connection with or relating to or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Transportation Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to provide notice to any party as required under the Bid Documents;
or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Transportation Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Transportation Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the TRANSPORTATION CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

10. TRANSPORTATION CONTRACTOR shall, at TRANSPORTATION CONTRACTOR's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance,

and such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Agreement. TRANSPORTATION CONTRACTOR agrees to provide an endorsement to this policy(s) stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory.” In addition, TRANSPORTATION CONTRACTOR agrees to name DISTRICT, Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) working days after the execution of this Agreement, TRANSPORTATION CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage’s and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

(a) TRANSPORTATION CONTRACTOR shall, at TRANSPORTATION CONTRACTOR’s sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, 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 Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(1)	General Aggregate	\$20,000,000
(2)	Each Occurrence	\$5,000,000
(3)	Products/Completed Operations	\$1,000,000
(4)	Personal and Advertising Injury	\$1,000,000
(5)	Damage to Rented Premises	\$50,000
(6)	Medical Expense (any one person)	\$10,000

(ii) 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.

(iii) 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., and iii. above shall not in any way limit the liability of the TRANSPORTATION CONTRACTOR.

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

TRANSPORTATION CONTRACTOR 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. and ii. 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.

11. If TRANSPORTATION 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.

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

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

14. The TRANSPORTATION 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. The TRANSPORTATION CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The TRANSPORTATION 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.

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

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

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. TRANSPORTATION CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to 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, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

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

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

20. 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.

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

IRVINE UNIFIED SCHOOL DISTRICT

TRANSPORTATION 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)

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 REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

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

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

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

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

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

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK

AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

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

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

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

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which alter, explain, or clarify the Bid Documents prior to the bid deadline.
- (c) Approval means written authorization by District.
- (d) Agreement includes collectively all Bid Documents, General Conditions, Special Provisions and any and all addenda and amendments.
- (e) Bid Documents include collectively, to wit: Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, and all modifications, addenda and amendments thereto. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) Locality in which the services are to be performed means the county and city in which the services are done.

ARTICLE 2. STATUS OF TRANSPORTATION CONTRACTOR

Transportation 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 Bid Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Transportation Contractor or any of Transportation Contractor's agents or employees. Transportation 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. Transportation 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. District shall be permitted to monitor the activities of the Transportation Contractor to determine compliance with the terms of the Bid Documents.

ARTICLE 3. CHANGE IN NAME AND NATURE OF TRANSPORTATION CONTRACTOR'S LEGAL ENTITY

Before Transportation Contractor makes any change in the name or legal nature of the Transportation Contractor's entity, Transportation Contractor shall first notify the District in

writing and cooperate with District in making such changes as the District may request in the Bid Documents.

ARTICLE 4. TRANSPORTATION CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During performance of the services, Transportation Contractor shall assign a competent supervisor satisfactory to District. Before commencing the services herein, Transportation Contractor shall give written notice to District of the name, qualifications and experience of such person. If he/she is found unsatisfactory by the District, Transportation Contractor shall replace him/her with one (1) acceptable to the District. Supervisor shall not be changed except with written consent of District, unless he/she proves to be unsatisfactory to Transportation Contractor and ceases to be in its employ, in which case, Transportation Contractor shall notify District in writing and replace him/her with one (1) acceptable to the District. Supervisor shall represent Transportation Contractor and all directions given to Supervisor shall be as binding as if given to Transportation Contractor.

(b) Transportation Contractor shall supervise and direct the services competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the services in accordance with the Bid Documents. The Transportation Contractor represents itself to District as a skilled, knowledgeable, and experienced Transportation Contractor. The Transportation Contractor shall carefully study and compare the Bid Documents, and shall at once report to the District any errors, inconsistencies, or omissions discovered. The Transportation Contractor shall be liable to the District for damage resulting from errors, inconsistencies, or omissions in the Bid Documents that the Transportation Contractor recognized and which Transportation Contractor knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) The Transportation Contractor shall verify all information before performing services. The Transportation Contractor shall verify field conditions, and shall carefully compare such conditions and other information known to the Transportation Contractor with the Bid Documents before commencing services. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

(d) Omissions from the Bid Documents or the misdescription of details of services which are manifestly necessary to carry out the intent of the Agreement, or which are customarily performed, shall not relieve the Transportation Contractor from performing such omitted or misdescribed services, but they shall be performed as if fully and correctly set forth and described in the Bid Documents.

(e) The Transportation Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of services. The Transportation Contractor shall be responsible to see that the services comply accurately with the Bid Documents.

ARTICLE 5. PROHIBITED INTERESTS

No official of any District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any aspect of the services, shall become directly or indirectly interested financially in any awarded contract or in any part thereof. No officer or employee of District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the services shall become directly or indirectly interested financially in any awarded contract or in any part thereof. Transportation Contractor shall receive no compensation and shall repay District for any compensation received by Transportation Contractor hereunder, should Transportation Contractor aid, abet or knowingly participate in violation of this Article 5.

ARTICLE 6. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 7. OTHER CONTRACTS

- (a) District reserves the right to award other contracts in connection with transportation services. Transportation Contractor shall properly coordinate its services with any such contractors.
- (b) Transportation 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 Transportation Contractor may perform services in the light of such other contracts, if any.
- (c) Nothing herein contained shall be interpreted as granting to Transportation Contractor an exclusive contract. Transportation Contractor shall not cause any unnecessary hindrance or delay to any other contractor.
- (d) District shall not be responsible for any damages suffered or extra costs incurred by Transportation 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.

ARTICLE 8. DISTRICT RIGHT TO TERMINATE AGREEMENT

- (a) Termination for Cause. If the Transportation Contractor (or its subcontractor) refuses or fails to complete the services or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said services within such time, or if the Transportation Contractor should file a petition for relief

as a debtor, or should relief be ordered against Transportation Contractor as a debtor under Title 11 of the United States Code, or if Transportation 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 (or its subcontractor) should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the services in the time specified, or if Transportation Contractor should fail to make prompt payment for materials or labor, or disregard laws or ordinances or instructions of District, or if Transportation Contractor should otherwise be guilty of a violation of any provision of this Agreement, then Transportation Contractor shall be deemed to be in default of the Agreement and District may, without prejudice to any other right or remedy, serve written notice upon Transportation Contractor of District intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to District for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Transportation Contractor shall not be entitled to receive any further payment.

(b) In the event of any such termination, District may take over the services and prosecute same to completion by any means determined by District including hiring another contractor for the account and at the expense of Transportation Contractor, and Transportation Contractor shall be liable to District for any excess cost or other damages occasioned by the District thereby. Time is of the essence in this Agreement.

(c) The expense of finishing the services, including compensation for additional, managerial and administrative services, shall be a charge against Transportation Contractor and Transportation Contractor agrees that the charge may be deducted from any money due or becoming due to Transportation Contractor from District or Transportation Contractor shall pay the charge to the District.

(d) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the services or the District determines that sufficient funds are not available to complete the services, District may terminate or suspend the completion of the services at any time by giving written notice to the Transportation Contractor. In the event that the District exercises this option, the District shall pay for any and all services completed. District may, without cause, order Transportation Contractor in writing to suspend, delay or interrupt the services in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 9. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

(a) Transportation 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. Transportation Contractor shall provide proof of insurance on District approved forms without revisions.

(b) In case of Transportation Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the Transportation Contractor, such insurance in the name of Transportation 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 Transportation Contractor under this Agreement.

ARTICLE 10. DOCUMENTS ON SERVICES

Transportation Contractor shall keep at all times one legible copy of all Bid Documents, including addenda and any other documents related to the services. Said documents shall be kept in good order and available to District, and all authorities having jurisdiction.

ARTICLE 11. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the District, the Transportation Contractor, connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement.

ARTICLE 12. TIME IS OF THE ESSENCE

(a) A detailed schedule may be necessary for the District's adequate monitoring of the services. The District may disapprove such a schedule and require modification to it. Transportation Contractor shall adhere to any such modifications required by the District.

(b) Transportation Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the services.

(c) Transportation Contractor shall provide and pay for all materials, supplies, tools, equipment, labor, transportation, supervision, and all other services and facilities of every nature whatsoever necessary to execute and complete the services within specified time and to insure uninterrupted services.

ARTICLE 13. OBTAINING OF PERMITS, LICENSES

Permits, licenses, and certificates necessary for prosecution of services, shall be secured and paid for by Transportation Contractor. Copies of all such permits, licenses, and certificates shall be delivered to the District upon request.

ARTICLE 14. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

- (a) Transportation Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the services.
- (b) If Transportation Contractor performs any services which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to District, Transportation Contractor shall bear all costs arising therefrom.

ARTICLE 15. ACCESS TO WORK SITE

District and its representatives shall at all times have access to Transportation Contractor's work site.

ARTICLE 16. GUARANTEE

- (a) Transportation Contractor warrants that the services (which includes any equipment or materials furnished in order to perform services) shall: (a) be in compliance with all applicable laws; and (b) conform and perform to the requirements stated in the Bid Documents and where detail requirements are not so stated, shall conform to applicable industry standards.
- (b) District shall give Transportation Contractor prompt written notice after discovery of any defective services or equipment. Transportation Contractor shall correct any such defective services or equipment immediately, at its sole expense, in a manner approved by the District and with due diligence and dispatch as required to minimize the disruption to District transportation services.
- (c) In the event of failure of Transportation Contractor to commence and pursue with diligence said corrections to services or equipment within ten (10) calendar days after being notified in writing, District is hereby authorized to proceed to have transportation services provided by another Transportation Contractor, at the expense of Transportation Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.
- (d) If, in the opinion of the District, services or equipment creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the written notice required by this Article. If the Transportation Contractor cannot be contacted or neither complies with the District requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Transportation Contractor. Such action by the District will not relieve the Transportation Contractor of the guarantees provided in this Article or elsewhere in the Bid Documents.
- (e) Nothing herein shall limit any other rights or remedies available to District.

(f) The District may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 17. DUTY TO PROVIDE FIT WORKERS

(a) Transportation Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on services any unfit person or anyone not skilled in services assigned to such person. It shall be the responsibility of Transportation Contractor to ensure compliance with this Article.

(b) Any person in the employ of the Transportation Contractor whom District may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from providing services.

ARTICLE 18. PROTECTION OF PERSONS AND PROPERTY

(a) The Transportation Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement.

(b) Transportation Contractor shall take all necessary precautions for safety of its employees, District employees and students and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, and regulations, to prevent accidents or injury to persons related to the services. Transportation Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. In an emergency affecting safety of person, Transportation Contractor, without special instruction or authorization from the District, is hereby permitted to act, at its discretion, to prevent such threatened injury.

ARTICLE 19. NON-DISCRIMINATION

In the performance of the terms of this Agreement, Transportation Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 20. DISPUTES

In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement or payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Transportation Contractor agrees to continue the services diligently. If the dispute is not resolved, Transportation Contractor agrees it will neither rescind the Agreement nor stop the services, but Transportation Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the services have been completed, and not before.

ARTICLE 21. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District of an undisputed, properly submitted payment request from Transportation Contractor which has been certified for payment by the District, Transportation Contractor shall be paid for services satisfactorily performed. TRANSPORTATION CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR SERVICES PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING SERVICES, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT SHALL REMAIN UNCOMPLIED WITH BY THE TRANSPORTATION CONTRACTOR.

(b) District has discretion to require from the Transportation Contractor any additional information with the payment request. Transportation Contractor agrees that payment may be contingent upon District receiving any one (1) or more of these documents.

(c) If Transportation Contractor defaults or neglects to carry out the services in accordance with the Bid Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Transportation Contractor and without prejudice to any other remedy they may have, adjust the total contract price.

ARTICLE 22. TAXES

(a) Transportation Contractor will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Bid Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute documents necessary to show (1) that the District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

ARTICLE 23. NO ASSIGNMENT

The Transportation 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 District's prior written consent and/or approval. If the Transportation Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof without the District's prior written consent and/or approval, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Transportation Contractor, and to its purported assignee or transferee.

ARTICLE 24. NOTICE

Any notice from one (1) party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one (1) of the following manners:

(1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to Transportation Contractor, by personal delivery thereof to said Transportation Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Transportation Contractor at its regular place of business and sent by registered or certified mail with postage prepaid.

ARTICLE 25. NO WAIVER

The failure of the District in any one (1) 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.

ARTICLE 26. CRIMINAL RECORDS CHECK

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

ARTICLE 27. TOBACCO FREE POLICY

Transportation Contractor has been advised and is aware that District has adopted Board Policies which prohibit the use of tobacco products, including smokeless tobacco, anywhere on District property. Transportation Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Transportation Contractor's employees and while on District's property. Transportation Contractor understands and agrees that should any employee of Transportation Contractor violate the District's Board Policies after having already been warned once for violating District's tobacco-free policy, Transportation Contractor shall remove the individual for the duration of the contract.

ARTICLE 28. SUBCONTRACTORS

Subcontractors are NOT allowed to provide any transportation services unless pre-approved in writing by the District.

ARTICLE 29. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.

SPECIAL PROVISIONS

- A. A full service transportation company that can effectively utilize technology to schedule, dispatch, track and manage trips is required and such company must:
1. Agree to be paid for each trip according to the rates awarded. District will not be charged "over hours" for any delays due to contractor's equipment failure or driver performance. There shall be no minimum trip charge and no waiting time charge. Cancellation of trip charge for buses cancelled by the District within four (4) hours prior to the scheduled trip time shall be as agreed to by the District.
 2. Provide vehicles certified to handle students with disabilities including wheelchair accessibility.
 3. Meet requirements of SB-1072 Schoolbus Safety: Child Safety Alert System.
 4. Have the vehicle availability to serve District's transportation needs.
 5. Provide vehicles that have annual CHP inspection records available, if applicable.
 6. Provide certified drivers with experience working with TK-12 students.
 7. Provide drivers who possess Class A or B California commercial driver licenses with Passenger (P) and School Bus (S) endorsement and California Special Driver Certificate (DL-45), if applicable.
 8. Provide drivers who possess a Medical Certificate (DL-51A), First Aid Certificate, and California Highway Patrol 292 Inspection Approval Certificate, if applicable.
 9. Provide drivers who have twelve (12) months of driver time records available.
 10. Provide drivers who have the DOT-Drug and Alcohol policy records available.
 11. Assign a certified Driver Instructor/Contract Supervisor to ensure consistent high quality transportation services, if applicable.
 12. Provide quality service incorporated into all of the transportation company's processes from simple telephone inquiry to complex routing and dispatching resulting in consistent, accurate and professional service, reliability and performance.
 13. Be willing to be cross-trained to ensure a working knowledge of and compliance with District's policies and procedures.
 14. Be able to schedule, dispatch, track and manage a variety of District trips.
 15. Have a technologically sound, cost efficient electronic trip management system that includes:
 - a. Number of trips and cost of each trip
 - b. Visual, user friendly routing and dispatching
 - c. GPS date and time stamped computer dispatched events
 - d. Trip data recording
 - e. Complaint or case investigation and resolution
 16. Partner with the District to establish:
 - a. Operating procedures for arranging and providing trips and maintaining

ongoing communication with the District.

- b. Emergency Protocols, i.e., accident, medical emergency, no-shows, earthquake, etc.

17. Comply with all rules and regulations pursuant to Chapter 7 of the California Highway Patrol Passenger Transportation Safety Handbook 82.7, School Pupil Activity Bus (SPAB) 546 VC, if applicable.

B. SUBCONTRACTING FOR VEHICLES OR DRIVER SERVICES IS PROHIBITED UNLESS TRANSPORTATION CONTRACTOR ADHERES TO THE FOLLOWING CONDITIONS:

1. All outsourced subcontractors must be listed and preapproved in writing by the District.
2. The District has the right to reject any subcontractor.
3. Field trips and other transportation services will be compensated at the agreed-upon rates as awarded to Transportation Contractor.
4. The District reserves the right to contact another transportation firm to request and provide field trip service without violating the contract with the Transportation Contractor.
5. Subcontractors must adhere to all the requirements of this contract.
6. The District must be notified in advance in writing when a subcontractor will be used to cover a trip.

C. The Transportation Contractor shall immediately report to the District all accidents involving the Transportation Contractor's equipment or personnel while transporting District personnel and/or students.

D. All drivers shall have proper licenses and certificates as required by current applicable laws. Drivers shall be neat in appearance, in good health and of the highest moral character. The District shall have the right to reject any driver.

E. The Transportation Contractor shall meet all requirements of the California Highway Patrol, the California Department of Education, and the California Public Utilities Commission, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports, and any other law, rule, regulation, or procedure applicable to the services to be provided by the Transportation Contractor. **Transportation Contractor must supply most recent terminal inspection upon request of the District.**

F. The Transportation Contractor shall provide their current California Highway Patrol Motor Carrier Rating and shall notify the District of any change in that rating within one (1) working day of that change.

G. The Transportation Contractor shall have a current drug and alcohol policy as required by current law. **Transportation Contractor shall furnish a copy of current policy upon request of the District.**

H. The Transportation Contractor shall have a substance abuse program that meets or exceeds

all current federal and state requirements for commercial drivers.

- I. The Transportation Contractor shall allow the District the right to inspect terminals, all Vehicle Maintenance Records, all Driver records, all Driver Training records, and all accident reports that the Transportation Contractor is required by law, rule, or regulation to maintain during normal business hours and provided that these inspections do not interfere with inspections or investigations being conducted by authorized public agencies.
- J. The Transportation Contractor shall not be responsible for loss or damage to personal items carried by students or District staff, but shall have a liability not to exceed \$250 per person for loss of luggage items or equipment stowed in baggage compartments.
- K. The District shall reimburse the Transportation Contractor for all tolls, parking and other fees (excluding fines) in conjunction with District trips provided Transportation Contractor provides adequate and detailed receipts.
- L. The Transportation Contractor will notify the District's Transportation Department in advance by phone, when a bus or buses will be at least 15 minutes late to a pick up or return point.
- M. The District shall not be charged over hours for any delays due to Transportation Contractor equipment mechanical failures or driver performance or for any over hours due to unforeseen circumstances (road closures, weather, etc.). The Transportation Contractor will submit a proposal with equitable cost sharing benefits subject to District's review and approval.
- N. Transportation Contractor will be assessed a cancellation charge of \$250 per bus when Transportation Contractor cancels within eight (8) hours of scheduled pick up time or if requested seating capacity is not furnished.
- O. Transportation Contractor pickup and return points shall be designated by the District. Time charges shall commence and terminate at those points.
- P. Transportation Contractor invoices shall be submitted directly to the District Transportation Department, within ten (10) calendar days after completion of each trip. The invoice shall contain the date(s) of the trip, driver's name, fleet bus number, the pickup and return points, the capacity of the bus(es) used, the time of pickup and return, the trip mileage and the District Reservation Trip Number.