



Irvine Unified School District  
Orange County, California

# IRVINE UNIFIED SCHOOL DISTRICT

BID #13/14-03TS

School Transportation Services

**BID OPENING: May 2, 2014 at 1:00PM**

Contact: Tanisha Grattan

IRVINE UNIFIED SCHOOL DISTRICT  
5050 BARRANCA PARKWAY, IRVINE, CA 92604  
949-936-5212  
Email: [tanishagrattan@iusd.org](mailto:tanishagrattan@iusd.org)



## Bid #13/14-03TS School Transportation Services

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

**+ITEMS WHICH CONTRACTOR MUST SUBMIT AFTER THE AWARD.**



## **NOTICE CALLING FOR BIDS**

**DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT**

**BID DEADLINE:** May 2, 2014 at 1:00PM

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

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **SCHOOL TRANSPORTATION SERVICES BID NO. 13/14-03TS**

Go to [http://www.iusd.org/district\\_services/purchasing/index.html](http://www.iusd.org/district_services/purchasing/index.html) to download the full Bid Documents.

**A mandatory bidders meeting will be held on April 23, 2014 at 10:00AM at Irvine Unified School District, Transportation Office, 100 Nightmist, Irvine, California, 92618.** The bidders must attend the entire bidders meeting. Any bidder failing to attend the entire bidders meeting will have its bid returned unopened.

Time is of the Essence. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in an amount not-less-than ten percent (10%) of the total annual bid price, payable to the District. All security deposits will be refunded when the contract, offered by the District, has been executed by the Contractor.

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

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

Publication Dates: April 11, 2014 and April 18, 2014

Newspaper: OC Register



## CALENDAR OF EVENTS

Event	Details	Date
<b>Bid Posted</b>		April 11, 2014
<b>Bid Advertised</b>	Orange County Register	April 11, 2014 April 18, 2014
<b>Mandatory Bidders Meeting</b>	Transportation Department 100 Nightmist Irvine, CA 92618	April 23, 2014 10:00 am
<b>Last Day to Submit RFIs/Questions</b>	TanishaGrattan@iusd.org	April 25, 2014 1:00 pm
<b>Response to Questions/RFIs Posted</b>	IUSD Website	April 29, 2014
<b>Bid Due</b>	Transportation Department 100 Nightmist Irvine, CA 92618	May 2, 2014 1:00 pm
<b>Intent to Award Posted</b>	IUSD Website	May 5, 2014
<b>Protest Deadline</b>		May 9, 2014
<b>Board of Education Action</b>		May 20, 2014



## **Bid Objective**

The Irvine Unified School District requests bids from highly qualified pupil transportation contractors to furnish Home to School, School to Home and Extra Curricular Transportation services for preschool and K – 12 students geographically residing within the District. The Contractor shall furnish drivers, attendants and mechanics, operate and maintain all equipment necessary for the transportation of pupils to and from schools maintained by the District, and schools which require transportation of District students outside the District boundaries. Such transportation would also include extra-curricular trips within or outside the District, and any trips the District declares as an emergency during the term of the Contract.

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



## **INFORMATION FOR BIDDERS**

### **WARNING:**

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

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

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

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

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

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



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

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

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

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

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



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

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

12. **Term of Agreement.** The initial term of the Agreement shall begin on or about September 1, 2014 and continue in full force and effect through June 30, 2019.

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

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

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

16. **Prices.** All prices must remain firm for the entire term of the contract. The District shall grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to March 31<sup>st</sup> of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles, Riverside and Orange County areas for the period ending March 31<sup>st</sup> of the given contract renewal.





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

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

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

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

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

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

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

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

22. Personnel. All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral



character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any driver and shall notify the contractor in writing. The contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to the District's contract. The contractor 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 contractor shall keep a copy of said information in the driver information file. The contractor 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 contractor 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 contractor shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

23. Record Keeping and Accident Reports. Bidders will be required to provide records deemed necessary by the District, which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The contractor will be required to notify District on a daily basis regarding any student who is scheduled for services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the District cancels service for that student. Bidders shall immediately report to the District all accidents involving the bidder's equipment or personnel while transporting District personnel and/or students.

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

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

CERTIFICATE/ENDORSEMENTS

MINIMUM LIMITS PER  
OCCURRENCE

      X       /        Worker's Compensation

Insured – Statutory	<u>\$5,000,000</u>
Self-insured	<u>\$5,000,000</u>

      X       /        Employer's Liability

\$10,000,000

( ) Broad Form-All States Endorsement



( ) Other

      X       /       X       Comprehensive General Liability \$10,000,000

(X) Premises and Operations

(X) Contractual Liability

(X) Independent Bidders

( ) Product/Completed Operations

(X) Broad Form Property Damage

(X) Personal Injury

(X) Broad Form Liability Endorsement

( ) Fire Legal Liability

( ) Watercraft Liability

( ) Incidental Medical Malpractice

( ) Explosion Hazard

( ) Collapse Hazard

( ) Underground Hazard

( ) Garage Keepers Legal Liability

( ) Hanger Keepers Legal Liability

(X) Owned Vehicles

(X) Non-owned Vehicles

(X) Hired Vehicles

( ) Other Rider to cover District  
employees driving Contractor's  
buses or equipment      X       /       X       Vehicle (including auto) Liability \$5,000,000(X) Sexual Abuse or Molestation \$10,000,000

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

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

1. Contractor agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;

2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employee's agents, and representatives.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by contractor, reduces in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

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



- C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Ratings) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.
- E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the contractor (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.
- F. All insurance policies required from the contractor shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- G. All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the Cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

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

- H. All insurance policies and coverage shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- I. If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- J. The comprehensive General Liability policy shall contain a severability of interest clause.



- K. The contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the District satisfactory evidence that the contractor has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The contractor who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.
- L. The procuring of such required policy or policies of insurance shall not be construed to limit contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

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

26. Anti-Discrimination. In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The contractor 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.

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

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

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

30. Tobacco-Free Policy. The contractor shall agree to enforce a tobacco-free work site.



31. Criminal Records Check. Contractor shall require each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code Sections 33192, 44237. Contractor shall comply with the requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for contractor's employees and drivers prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who have been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44237 be allowed to come in contact with students. Contractor must complete Fingerprint Certification, contained in the bid documents.

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





## **BID FORM**

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

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

### **Bid No. 13/14-03TS: School Transportation Services,**

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

\_\_\_\_\_ Dollars

( \$ \_\_\_\_\_ ) for the Total Annual Bid Price (sum of subtotals A & B of the Bid Form Pricing Sheet).

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

3. As set forth in the Agreement, the Rates established in the schedules shall be subject to review. Compensation for all services provided under the terms of the Agreement shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified within, the Contractor shall provide the District with a written



proposal on or before April 1, of each year. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period July 1, through June 30, 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 adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective September 1 every year. Any such adjustment shall not result in an increase greater than five percent (5%) annually.

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

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

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

6. It is understood that the District reserves the right to reject this bid and that this bid is to remain open and not to be withdrawn for a period of sixty (60) days after the scheduled opening for the bids.

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

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

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





10. 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.

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

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

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

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

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

16. 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.

17. It is understood and agreed that, if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.



**18. Time is of the essence.**

19. 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.

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



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

Individual Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_

(a \_\_\_\_\_ Corporation<sup>1</sup>)

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signed by: \_\_\_\_\_, President Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

Signed by: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

\*\*\*\*\*

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



Joint Venturer

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**BID FORM PRICING SHEET**

The number of routes and days shown in section A & B are approximate numbers from the traditional and summer school sessions of 2013/2014. These are reference numbers only sufficiently comprehensive to permit an appraisal of the District's needs for 2014/2015. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any contractor to rely solely on the accuracy of the information in submitting his or her bid.

**Cost Calibration Inclusion:**

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

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

**A. Traditional Schedule  
Home-to-School, School-to-Home, Special Education Transportation  
(Limited Service 5 Hours)**

<b>Bus Capacity</b>	<b>No. of Routes</b>	<b>Days</b>	<b>Daily Rate</b>	<b>Total Amount</b>
20	42	180		
24	1	180		
W/C 5W 6P	9	180		
78	1	180		
79	5	180		
87	1	180		

**Subtotal A-Annual Bid Price: \_\_\_\_\_ Dollars**



**BID FORM PRICING SHEET**

**B. Summer Schedule**

**Home-to-School, School-to-Home, Special Education Transportation  
(Limited Service 5 Hours)**

<b>Bus Capacity</b>	<b>No. of Routes</b>	<b>Days</b>	<b>Daily Rate</b>	<b>Total Amount</b>
20	21	20		
24	0	20		
W/C 5W 6P	7	20		
78	0	20		
79	0	20		
87	0	20		

**Subtotal B-Annual Bid Price:** \_\_\_\_\_ **Dollars**

**Total Annual Bid Price (Sum of Subtotal A & B):** \_\_\_\_\_ **Dollars**

**BID FORM PRICING SHEET****C. Traditional Schedule**

**Home-to-School, School-to-Home, Special Education Transportation  
(Unlimited Service 8 ½ Hours)**

<b>Bus Capacity</b>	<b>Hourly Rate Over 5 Hours Under 8 ½ Hours</b>
20	
24	
W/C 5W 6P	
78	
79	
87	

**D. Summer Schedule**

**Home-to-School, School-to-Home, Special Education Transportation  
(Unlimited Service 8 ½ )**

<b>Bus Capacity</b>	<b>Hourly Rate Over 5 Hours Under 8 ½ Hours</b>
20	
24	
W/C 5W 6P	
78	
79	
87	



**BID FORM PRICING SHEET**

**E. Traditional Schedule  
Home-to-School, School-to-Home, over hours**

<b>Bus Capacity</b>	<b>Hourly Rate Over 8 ½ hours (over hours)</b>
20	
24	
W/C 5W 6P	
78	
79	
87	

**F. Daily Rates, Field Trips and Extra Curricular Transportation:**

<b>Bus Capacity</b>	<b>Daily Rate to 5 hours</b>	<b>Hourly Rate per bus hour</b>
20		
24		
W/C 5W 6P		
78		
79		
87		





**BID FORM PRICING SHEET**

- G. Daily Rates, Special Trip Transportation,**  
as defined in 3.3.1 of the Agreement, using buses that are assigned to regular morning and afternoon school day runs or buses assigned as spares, billed with one (1) hour minimum:

<b>Bus Capacity</b>	<b>Daily Rate to 5 hours</b>	<b>Hourly Rate per bus hour</b>
20		
24		
W/C 5W 6P		
78		
79		
87		

**H. Cost for Attendant: \$ \_\_\_\_\_ per hour**

**I. Cost for Driver: \$ \_\_\_\_\_ per hour**

**J. Lay over Per Diem: \$ \_\_\_\_\_ per hour**



## **INFORMATION REQUIRED OF BIDDER**

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

### **I. Description of Organization**

#### **A. Firm**

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

#### **B. Type of Organization**

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

2. Where Incorporated: \_\_\_\_\_ Year of Incorporation \_\_\_\_\_

3. Subsidiary (Name and Address of Parent Company)

4. Is your firm or parent company publicly held?

Yes \_\_\_\_\_

No \_\_\_\_\_

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



### C. Nature of Operations

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

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

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

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

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

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

- a. Name of agency:
- b. Address:
- c. Telephone Number:
- d. Contact Person:



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

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

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

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

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

## **III. Maintenance Supervisor**



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

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

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

#### **IV. Management**

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

1. Please provide the name(s) of those within your firm that would have immediate authority over the Certified Safety/Driver Instructor, Contract Supervisor and the Maintenance Supervisor. Also, provide any name(s) that will play an advisory role in the areas of Operations, Training, Personnel, Safety and Maintenance. Please provide the following information on each of these individuals.
  - a. Name
  - b. Location of staff members' office.
  - c. Years with company.
  - d. Experience in related positions within your firm or with other firms (if with other firms, please name firm) and number of years in each position.



- e. Current or most recent position, including the location, position title, a description of responsibilities and authority and the dates of the position being held.
2. Explain what training and updates are given to the personnel working as the Certified Safety/Driver Instructor and Contract Supervisor.
  - a. Number of hours.
  - b. Type of training; list components or areas covered.
  - c. Schedule of up dates, job proficiency training or personnel management courses.
3. Explain what training and up dates are given to the personnel working as the Maintenance Supervisor.
  - a. Number of hours.
  - b. Type of training; list components or areas covered.
  - c. Schedule of up dates, job proficiency training or personnel management courses.
4. Does your company now have a program designed to promote and train Certified Safety/Driver Instructor, Contract Supervisor and Maintenance Supervisors.

## **V. Driver, Attendant, Mechanic Personnel**

### **A. Drivers**

1. State the number of regular school bus drivers you now have employed in the State of California.
2. How and where does your company recruit drivers?
3. What methods do you use to screen or select drivers from among the applicants?
4. What information do you use and how do you gather it?
5. What criteria or standards do you use and for what reasons might you reject an applicant?



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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

Yes \_\_\_\_\_

No \_\_\_\_\_

9. Does your company check applicant's references?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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



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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

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

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

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

23. Are there independent reviews of the training quality conducted on your programs?

Yes\_\_\_\_\_

No\_\_\_\_\_

24. If so please describe the review process.

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





26. Please break down the percentage of training time that is given to the following categories.

Home-to-school \_\_\_\_\_% Special Education \_\_\_\_\_% Extra Curricular \_\_\_\_\_%

**B. Attendants**

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

2. How and where does your company recruit attendants?

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

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

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

6. Does your company check applicant's references?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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

10. Please describe your current and proposed training programs for both. What are the length of programs, number of hours?



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

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

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

14. Are there independent reviews of the training quality conducted on your programs?

Yes\_\_\_\_\_

No\_\_\_\_\_

15. If so please describe the review process.

16. How does your company identify those attendants who require retraining?

### **C. Mechanics**

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

2. How and where does your company recruit mechanics?

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

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



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

6. Does your company check applicant's references?

Yes\_\_\_\_\_

No\_\_\_\_\_

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

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

10. Please describe your current and proposed training programs for both. What are the length of programs, number of hours.

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

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

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

14. Are there independent reviews of the training quality conducted on your programs?

Yes\_\_\_\_\_

No\_\_\_\_\_

15. If so please describe the review process.



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

## **VI. Motivation/Discipline Programs**

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

2. Do your motivation programs offer progressive rewards?

Yes\_\_\_\_\_

No\_\_\_\_\_

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

4. What types of monetary rewards are offered?

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

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

7. Does your discipline program have progressive penalties?

Yes\_\_\_\_\_

No\_\_\_\_\_

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



9. Please define the standards and procedures for discipline for the different classes of employees; drivers, attendants, mechanics and management.

## **VII. Safety Programs and Activities**

### **A. Safety Programs**

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

2. How often are these meetings held?

### **B. Activities**

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

## **VIII. Accidents / Job Related Injuries**

### **A. Accidents**

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

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



## **B. Job Related Injuries**

1. Please describe your company's policy on what is a job related injury.
2. Provide the total of job or work related injuries your company suffered with in the State of California, in the past three (3) years. Please break down the numbers with in categories of preventable or non-preventable. Give a brief description of what programs or training were instituted to ensure a non-reoccurrence of the injuries.

## **IX. Preventive Maintenance and Mechanical Repair**

1. Does your company have a formal, scheduled preventive maintenance program for school buses?

Yes\_\_\_\_\_

No\_\_\_\_\_

2. Provide a sample of checklists or describe what these forms cover and the schedule that they follow.

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

Yes\_\_\_\_\_

No\_\_\_\_\_

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

5. Do you maintain and evaluate records of vehicle / equipment failures?

Yes\_\_\_\_\_

No\_\_\_\_\_

6. If so, how many road failures, per month, per year, per hundred buses did your company experience within the last three (3) years in California?



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

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

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

#### **X. Insurance Data**

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

Yes\_\_\_\_\_

No\_\_\_\_\_

#### **XI. Financial and Credit Data**

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

#### **XII. Implementation Plan**

1. Please provide a plan and schedule for implementing the Agreement for Furnishing School Transportation Services should your company be selected.

2. Things to be included, but not limited to:

Acquisition of vehicles and equipment.

Inspection of vehicles and equipment by the District.

Occupation of facility.



Recruitment/relocation of personnel.

Selection and training of drivers.

Orientation of all company personnel with District staff, Routes and Facilities.

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

---

Signature

---

Print Name

---

Title

---

Date





## **PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY**

### **Description of buses to be provided for this contract by Contractor:**

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Bus Number Make/Model	Passenger Capacity Mileage	Year of Manufacture
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(Attach Sheet)

### **ADDITIONAL PROPERTY SUMMARY**

---

Describe other associated or noteworthy equipment, tools, etc., to be provided by the Contractor to be utilized at the District Transportation Site:

(attach sheet as necessary)



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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



**BID BOND**

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

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

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

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

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

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



(Corporate Seal of  
Principal, if  
Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(Corporate Seal  
of Surety)

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Facsimile No.

Bid Bond  
Page 2



## **GENERAL CONDITIONS**

### **Bid # 13/14-03TS SCHOOL TRANSPORTATION SERVICES**

#### **1. DEFINITIONS**

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

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

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

**1.4 Agreement** means all of the bid documents, including the Notice Calling for Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Bond, Information Required of Bidders, Workers Compensation Certificate, Non-collusion Declaration, Fingerprint/Criminal Records Check Certification, Drug Free Workplace Certification, Tobacco Use Policy, Bus Inventory and Property Summary, Faithful Performance Bond, Payment Bond, **W-9**, Insurance Certificates and Endorsements, General Conditions, the Agreement and any and all modifications and Amendments. All these documents are complementary, and what is called for by any one shall be as binding as if called for by all.

#### **2. TERM OF CONTRACT**

This Agreement shall begin on September 1, 2014 and continue in full force and effect through June 30, 2019. "Initial Term" unless early termination occurs in accordance with the terms of this Agreement or this Agreement is extended by written amendment, the Contractor shall execute this Agreement with Irvine Unified School District within five (5) calendar days from the date of receiving the Agreement.

#### **3. PRICES**

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

#### **4. AWARD OF CONTRACT**

Pursuant to Education Code 39802, the Governing Board may award the contract for the service to other than the lowest bidder. The District, in determining the award, shall consider the qualifications, references, general competency of the bidder for the performance of the services, bidders experience and facilities, conduct and performance



under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the service.

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

All bidders must provide pricing and information for items as noted on the Bid Form. Bidders may **NOT** arbitrarily make changes or additions to this bid form. The bids will be evaluated by the weight factor given each bid criteria and the District will do this evaluation in such a manner as to prevent any information that would identify any of the bidders from being revealed to the District before the ranking of all bidders from lowest to highest has been determined. The bidder with the highest overall ranking will be considered for award. A sample copy of the District's evaluation form is available for review. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in bidding process.

#### 5. STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

#### 6. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) If the Contractor refuses or fails to perform the required services with such diligence as will insure its completion within the time specified or any extension thereof, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor, under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to perform, except in cases for which extension of time is provided or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor, of District's intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such condition shall cease or such violation shall cease and



arrangements satisfactory to District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.

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

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

7. SUBCONTRACTORS

Subcontractors will not be permitted.

8. NO GUARANTEE

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

9. INDEMNITY

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

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

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted



against the DISTRICT, it's Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, it's Governing Boards, officers, agents or employees in any action, suit or other proceedings as a result thereof.

10. CRIMINAL RECORDS CHECK

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

11. TOBACCO FREE POLICY

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

12. GOVERNING LAW

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

13. FORCE MAJEURE CLAUSE:

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

14. DEFAULT

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

15. COMPLIANCE WITH OSHA:





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

16. CONTRACTOR CLAIMS

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

17. NO ASSIGNMENT

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

18. NO WAIVER

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

19. RECORDS AND AUDIT

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

(b) The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years



from the date of expiration of this Agreement or until released in writing from this obligation by the District.

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

20. COMPLIANCE WITH STATUTES AND REGULATIONS

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

21. CHANGES

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

22. DISPUTES

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

23. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

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

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

- (1) A clause stating:



"This policy shall not be canceled or reduced in required limits of liability or Amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

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

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

(c) In case of Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the

Contractor, such insurance in the name of Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Contractor under this Agreement.

#### **24. PERMITS AND LICENSES**

The contractor shall secure and maintain valid permits and licenses that are required by all federal, state, and local laws for providing services required pursuant to the contract.

The contractor shall meet all requirements of the California Department of Transportation, the California Department of Education, and the California Public Utilities Commission, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance Records, accident reports, and any other federal, state, and local laws, rules, regulations, or procedures pertaining to the transportation of children/students.

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

#### **25. DISTRICT'S RIGHT TO CHOOSE SUITABLE TRANSPORTATION**

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

#### **26. CONFIRMATION**

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

#### **27. DAMAGE TO DISTRICT PROPERTY**

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



28. EXPERIENCE

The Contractor shall have at least five (5) years of successful experience in providing service similar in size and scope to the requirements of this bid. All work is to be performed by trained and licensed personnel fully experienced in performing the work required by the bid documents.

29. RETURN OF UNSUITABLE EQUIPMENT/DRIVER

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

30. DRIVERS

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

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

31. CARE AROUND SCHOOLS AND CHILDREN

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

32. SAFETY PROGRAM

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

33. HEALTH AND SAFETY

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

The contractor shall notify all drivers and other individuals who may come into contact with students about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The contractor shall provide training regarding universal health



care precautions and post required notices in areas designated by the California Health and Safety Code.

34. DRUG AND ALCOHOL TESTING

The contractor shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The contractor shall keep a record of said information and shall provide such information to the District upon request.

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

35. RECORD KEEPING AND ACCIDENT REPORTS

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

36. PAYMENTS FOR SERVICES

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



## **WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

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

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

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

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

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

\_\_\_\_\_  
Name of CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



## **AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, in the County of Orange, State of California, by and between Irvine Unified School District, hereinafter called the “District”, and \_\_\_\_\_, hereinafter called the “Contractor”.

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

### **I. SCOPE / TERM OF AGREEMENT**

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

- 1.1 Scope: Contractor shall provide (1) the daily service of the District, and (2) such other transportation as may be specified by the District.
  - 1.1.1 The term “daily service”, as used herein, is all home-to-school and school-to-home transportation of any students, which takes place at the beginning or end of the school day for such students.
  - 1.1.2 The term “other transportation”, as used herein, shall be defined as any transportation of students and District personnel other than daily service, including but not limited to extra-curricular trips and transportation of District personnel & students during declared emergencies.
  - 1.1.3 The term “other passengers”, as defined herein, is District personnel and/or their children.
- 1.2 The term of Agreement:
  - 1.2.1 Initial Term: This Agreement shall begin on September 1, 2014 and continue in full force and effect through June 30, 2019. “Initial Term” unless early termination occurs in accordance with the terms of this Agreement or this Agreement is extended by written amendment, the Contractor shall execute this Agreement with Irvine Unified School District within five (5) calendar days from the date of receiving the Agreement.





- 1.2.2 1<sup>st</sup> Option Term: The Board of Education of the Irvine Unified School District, at its sole discretion, may elect to extend the term of this Agreement through the “1<sup>st</sup> Option Term” for the period July 1, 2019, through June 30, 2024, or terminate the Agreement by giving written notice to the Contractor by March 1, 2019.
- 1.2.3 Renewal Term: Continuation of this Agreement through the “Initial Term” and subsequent “Option Term” is contingent upon Contractors performance, including satisfactory performance review ratings. Performance reviews shall be conducted by the District on or about September 1, December 1, March 1, and June 1 of each year this Agreement is in effect. Performance reviews shall include, but may not be limited to the following:
  - 1.2.3.1 Verification of satisfactory on all California Highway Patrol inspection;
  - 1.2.3.2 Verification of current drug and alcohol training and testing of all Contractor personnel;
  - 1.2.3.3 Maintenance of an on-time performance rating of 98 percent;
  - 1.2.3.4 Maintenance of a safety record satisfactory to the District;
  - 1.2.3.5 Maintenance of ratings on audit and/or inspections of vehicles, maintenance records, maintenance of radios in working order, drivers performance reviews including prompt reporting of missed or late trips to the District, and other such items which are satisfactory to the District;
  - 1.2.3.6 Maintenance of good relations with District personnel, parents, students, and community;
  - 1.2.3.7 Maintenance of prevailing salary and benefit packages for drivers, attendants, and other personnel; and
  - 1.2.3.8 Other such items as may be inherent in providing efficient and cost effective transportation services as specified herein.
- 1.2.4 Default for Nonperformance: The Contractor shall be considered in default and the Agreement subject to termination if:
  - 1.2.4.1 The Contractor furnishes or uses a bus that does not conform to the requirements of the Agreement;
  - 1.2.4.2 The Contractor fails to comply with the requirements of the Agreement;





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

1.2.4.4 The Contractor fails in any way to perform properly the services to be provided under the Agreement with the District, including failure to maintain satisfactory performance review ratings as specified in section 1.2.3.

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

## **II. SPECIFICATIONS**

2.1 The Board of Education of the Irvine Unified School District has authorized this Agreement and only it can make changes. The Administrator of Transportation or his/her designee(s) shall notify the Contractor of any such changes in writing.

2.2 The pupil transportation service under this Agreement shall be under the direction and control of the Administrator of Transportation or his/her designee(s).

2.3 In furnishing the pupil transportation service under the Agreement, the Contractor agrees to comply with and observe all the provisions of the State of California Vehicle Code, all other applicable laws, rules, and regulations prescribed by the California Highway Patrol, any other State agency, and the Board of Education of Irvine Unified School District relating to the transportation of pupils.

2.3.1 The service shall include the providing of all transportation equipment, apparatus, personnel and materials per the specifications herein or as designated by the Administrator of Transportation or his/her designee(s):

2.3.2 At any time during the Agreement period, the service shall be limited service of five (5) hours and unlimited service of eight and one-half (8-½) hours.

2.3.3 The service performance shall be to the satisfaction of the Administrator of Transportation or his/her designee(s), whom shall have full responsibility for all day-to-day operations, as well as acceptance or rejection of Contractor personnel, and other matters as they relate to the interests of the District.



- 2.3.4 The service performance of all Contractor personnel shall conform to the policies covered in the District's Transportation Driver's Handbook. If District policy conflicts with the Contractor's, the District's Policies will not be overridden unless authorized in writing by the Administrator of Transportation or his/her designee(s).

### **III. DISTRICT SERVICE REQUIREMENTS**

#### **"AS- REQUIRED ~ AS- REQUESTED ~ AS-NEEDED" BASIS**

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

3.1 Regular School Days:

- 3.1.1 The Contractor shall be required to have available for service the total number of buses, drivers attendants and machines as specified in the Agreement, on any regular school day during the term of this Agreement.
- 3.1.2 The request and assignment for type of service, limited and unlimited of each bus, driver and attendant shall be by the District.

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

- 3.2.1 During any summer session, and such other days as designated by the District, the number of buses, drivers and attendants, and the type of service shall be on an "as-requested and available" basis with the maximum number of buses and drivers being the total number under the Agreement.
- 3.2.2 Other days. "Other days" are days other than the first day of school and regular school days.

3.3 Special Trip Service:

- 3.3.1 The Contractor, due to the existence of a public and/or District Emergency (fire, flood, earthquake, etc.) upon District request, shall provide special trip service on an "as-requested and available" basis in accordance with the current Rate Schedule. **Note (1)= see page 61**

NOTE: Contractor's deadhead time, as set in **Note (1)= see page 61**, shall not be subject to payment when, due to the existence of a public or District emergency (fire, flood, earthquake, etc.) the Contractor is shall provide all "special trip service".

3.4 Requirement Review:



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

3.5 Type of Service:

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

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

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

- 3.5.1.1 Contractor's deadhead time that will not be subject to payment under the Agreement, is that time required for travel between points in **Note (1) = see page 61.**

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

3.5.1.2.1 Time delay or stand-by time shall be defined as a period of time greater than thirty (30) minutes

3.5.2 Extra-Curricular Trips:

- 3.5.2.1 Extra-Curricular trips will be billed as follows:

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

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



- 3.5.2.2 Contract driver time spent inspecting, cleaning and/or fueling buses is not to be added to trip time. Paid trip time does not begin until the bus leaves the terminal and it ends when the bus returns to the terminal or its designated location for another assignment.
- 3.5.2.3 At no time will a mileage charge be incurred or considered.
- 3.5.3 Emergencies:
  - 3.5.3.1 Contractor's deadhead time that will not be subject to payment under the Agreement is that time required for travel between points in **Note (1) = see page 61.**
- 3.5.4 As-needed school trips:
  - 3.5.4.1 Routes that are established for an unknown time period and involving out-of-district transportation will be billed as follows:
    - 3.5.4.1.1 When the vehicle/bus used belongs to the District, the District is billed only for the driver's hours when he/she is actually driving the vehicle/bus.
    - 3.5.4.1.2 When the driver and bus belong to the Contractor, the District will be billed at the contract limited time or hourly rate for that type bus, whichever is less.
- 3.6 Limited Service (District Service):
  - 3.6.1 Unit Daily Rate shall cover District Service Time (bus and driver) during the period beginning with the time of the first scheduled pupil pick-up each day, and ending after five (5) hours of service (bus and driver) excluding deadhead and layover time, except as noted in 3.5.1.2.
  - 3.6.2 At District discretion, service may be continuous or separated into multiple periods of not less than one (1) hour each.
    - 3.6.2.1 Each period shall end with the last scheduled pupil delivery before the layover, and the next period shall begin with the first scheduled pupil pick-up after the layover.
- 3.7 Unlimited Service (District Service):
  - 3.7.1 Unlimited Service hourly rate shall cover service in excess of the Limited Service Rate ending with the last scheduled pupil delivery of the day.



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

3.8 Over-hours:

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

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

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

3.9 Contractor's garage and parking area: \*

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

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

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



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

3.10 Office Lease:

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

3.10.2 The Contractor is to furnish equipment and tools for the maintenance, repair, and cleaning of their vehicles and equipment.

3.10.3 Products to be purchased by the Contractor from the District, at District cost-plus five percent (5%) handling charge.

3.10.3.1 All toilet products used in Transportation yard facilities.

3.10.3.2 All sanitary products used by students and drivers while on buses.

3.10.4 Contractor vehicle parking will be limited to vehicles assigned to the District routes or assigned as standby buses.

3.10.5 One (1) maintenance vehicle assigned to the mechanics shall be allowed.

3.11 Mechanics/Fuel:

3.11.1 The Contractor shall provide all equipment, tools and personnel to operate the Contractor's responsibilities within the District bus maintenance garage. The District shall pay for normal heat, power and water.

3.11.2 The Contractor shall provide at least one (1) full-time, qualified mechanic (per every fifteen (15) vehicles) whose only job shall be to perform normal and preventive maintenance on the bus fleet.

3.11.3 At no time, will Contractor personnel be allowed to conduct maintenance on private vehicles or equipment on District property.



3.11.4 All Contractor mechanics assigned to the District will possess a valid California Commercial Driver's License, with an airbrake endorsement for test-driving of vehicles

3.11.5 Fuel:

3.11.5.1 The District will provide fuel at District's cost plus 5% handling fee for use by the Contractor in buses stationed at District Transportation site and providing school transportation services for the District. On or about the 10<sup>th</sup> business day of each month, the District shall submit invoices to the Contractor, for the total cost of fuel consumed during the previous month.

3.11.5.2 In the event of rationing by the Government of any product or commodity due to a national emergency, the Contractor shall not allocate any portion of the rationed product or commodity earned because of this Agreement to any other party without the express written approval of the District. Should it become necessary to curtail the Contractor's services, either in whole or in part, it shall be the sole and exclusive right of the District to direct the Contractor in any resultant reduction in the service, including the elimination of routes.

3.12 Certified Safety/Driver Instructor and Contract Supervisor:

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

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

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

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

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

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



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

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

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

3.13 Bus Driver and Attendant Requirements:

3.13.1 Drivers employed by the Contractor for service hereunder shall be paid a minimum starting wage of thirteen dollars and no cents (13.00) per hour, shall be duly licensed as required by law, and shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make driver assignments and routing policy to District routes:

3.13.1.1 Drivers are to be guaranteed a minimum of five (5) hours per day.

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

3.13.2 Attendants employed by the Contractor for service hereunder shall be paid a minimum starting wage of eleven dollars and fifteen cents (11.15) per hour, shall be subject to approval by the District Administrator or his/her designee(s) prior to assignment, as well as random performance evaluations by the District's Safety/Training Technician after assignment. The District reserves the right to require physical examinations, and/or psychological examinations by a testing agency designated by the District and paid for by the Contractor. Only District Administrator or his/her designee(s) shall make attendant assignments and routing policy to District routes:

3.13.2.1 Attendants are to be guaranteed a minimum of four (4) hours per day.





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

3.13.3 The Contractor shall adopt the District's dress code for transportation personnel, consisting of a standard uniform, to be supplied and paid for by the Contractor. All Contractor personnel shall be required to wear this uniform while on duty, beginning no later than thirty (30) calendar days after assignment to regular District routes.

3.14 Standby Buses and Drivers:

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

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

3.15 Permits, Licenses, Laws and Regulations:

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

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

3.15.3 Fingerprinting:

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



### 3.16 Cancellations of Scheduled Routes and Extra Curricular Trips:

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

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

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

3.16.4 Maximum cancellation charges for extra-curricular trips: Charges that will be accepted by the District are contingent on the driver and Contractor complying with section 4.6.4. For extra-curricular trips that are conducted after hours or on weekends, the following rates will apply:

3.16.4.1 Extra-curricular trips that are canceled after the driver arrives at the bus yard, but prior to the departure time, the District will be charged for, and the driver will be paid two (2) hours at current the current driver's rate, not to exceed the Agreement hourly rate.

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

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

### 3.16.5 Unscheduled Closing of Schools:

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



insure the health or safety of the pupils, or for any other lawful reason.

3.17 Bus Washing:

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

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

3.18 Driver Orientation / Dry Runs

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

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

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

#### **IV. DISTRICT EQUIPMENT REQUIREMENTS:**

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

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

The Contractor shall keep and maintain all buses in good operating, safe running, and a clean and sanitary condition. In order to insure the same, the Contractor will make each bus available for inspection by authorized District personnel at any time. Inspection may be conducted at any



school during a regular run, or while the bus is parked at the District Transportation site. Dates and times of such inspections will not be posted in advance.

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

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

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

### **Specific Requirements:**

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

- 4.1.1 Buses must not be over ten (10) years old, except with specific written approval by the District.
- 4.1.2 Must be equipped with Compressed Natural Gas (CNG) engines and automatic transmissions:
  - 4.1.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.
- 4.1.3 Must be equipped with a complete dual-airbrake system of the largest type available for that particular chassis.
- 4.1.4 Storage must be located under the passenger compartment and be of ample size to carry luggage securely.
- 4.1.5 All windows to the rear of the driver's compartment must be tinted.
- 4.1.6 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.1.7 Buses must be equipped with air conditioning.
- 4.1.8 Buses must come equipped with improved safety features including 3-point lap and pelvic seat restraints, additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats and raised fully padded seatbacks.

#### **4.2 Van Type Buses / 20 - 24 Passenger Capacities:**



- 4.2.1 Buses must not be over six (6) years old, except with specific written approval by the District.
- 4.2.2 Must be equipped with gasoline burning engines and automatic transmissions:
  - 4.2.2.1 Engines must conform at all times to SCAQMD requirements on environmental policies.
- 4.2.3 Must be equipped full hydraulic/power-assisted brake system of the largest type available for that particular chassis.
- 4.2.4 All windows to the rear of the driver's compartment must be tinted.
- 4.2.5 Buses must be equipped with air conditioning.
- 4.2.6 Buses must come equipped with improved safety features including 3-point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of eight [8]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks.
- 4.2.7 Must be equipped with a strap-cutting device for emergency bus evacuations.
- 4.2.8 Must be equipped with a factory-installed driver's door, located on the left side, next to the driver. This door shall have a manual powered, (down to open, up to close) window.

4.3 Wheelchair Buses / Required Equipment (Lift and Securing Devices):

- 4.3.1 Must meet all the requirements set by applicable statutory and administrative codes, and guidelines established by the District for the appropriate type and capacity.
- 4.3.2 Securement of chair and chair passenger must be as follows:
  - 4.3.2.1 Securement track system must be designed to secure the wheelchair facing forward, with restraints on all four (4) corners of the chair.
  - 4.3.2.2 Torso restraint and lap belt must be integrated into the securement system.
  - 4.3.2.3 Must be equipped with a strap-cutting device for emergency bus evacuations.



4.3.2.4 All buses will be required to have a storage container for restraints when not in use.

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

4.3.4 Buses must be equipped with air conditioning.

4.3.5 Buses must come equipped with improved safety features including 3-point lap and pelvic seat restraints, integrated child seat in the first two seats on both rows of seats (minimum of six [6]), additional emergency exit capability, anti-lock braking systems, automatic parking brakes, flame-retardant seats, raised fully padded seatbacks.

4.3.6 The District's Administrator of Transportation or his/her designee must approve all wheelchair lift equipment in writing:

4.3.6.1 **The District will approve no Ramps.**

#### 4.4 Other Required Equipment:

4.4.1 All buses shall be equipped with a working am/fm radio.

4.4.2 All buses shall be equipped with all the sanitary products used by students and drivers.

4.4.3 All buses shall be equipped with all safety products required by law to be carried in school buses.

4.4.4 All buses rated for 30 or more occupants shall be equipped with an additional inside public address system.

4.4.5 All buses shall be equipped with working two-way radios so that communications between the District Transportation building and staff and the drivers is possible while in the local areas. This system including base station(s), bus radios and required license will not be charged to the District, and must be maintained in working order at all times.

4.4.6 Mirrors: In addition to all mirrors required by California State law, each bus shall be equipped as follows:

4.4.6.1 A second crossview mirror mounted at the front, directly opposite the required crossview mirror.

4.4.6.2 A minimum eight (8) inch round or six (6) inch square convex mirror mounted in conjunction with the left and right outside flat rear-view mirrors, but not affixed directly to the flat mirrors.



- 4.4.7 All buses shall be equipped with Global Positioning System (GPS) transmitters, and a computerized tracking system capable of providing “real time” data regarding the location and status of each vehicle. The GPS system shall be made accessible to the District and/or its designee for the purpose of verifying and reporting on arrival and departure times for buses at any designated stops.
- 4.4.8 The Contractor shall provide, install, utilize, and maintain the security/ video monitoring system on all buses. The Contractor is to retain possession of all video recordings. The District will have full access to all data generated upon request. All video recordings will be retained by the Contractor for a period of not less than 30 business days. All recordings related to a known incident will be retained until the situation has been successfully resolved. All buses, including spare buses, will be equipped with a monitoring system, which includes a camera on every bus.

## **V. OTHER REQUIREMENTS**

### **5.1 Insurance Requirements:**

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

### **5.2 Public Liability Insurance:**

- 5.2.1 The Contractor shall maintain such Public Liability Insurance as will protect them from any claims for damages or personal injury, including death, and damage to property, which may arise from operations under the Agreement.
- 5.2.2 Such liability insurance shall be maintained in the following minimum limits per Occurrence:
  - Liability / Body Injury \$10,000,000.000
  - Property Damage \$10,000,000.000



Be extended to include as additional insured's the Irvine Unified School District and the Irvine Unified School District Board of Education.

A rider must be carried as a supplemental to show that the Contractor shall cover District employees when driving or operating any vehicle or equipment owned, leased or operated by the Contractor.

Be issued by an insurance carrier satisfactory to the District, and legally authorized to perform transactions in the business of insurance within the State of California.

5.3 Workman's Compensation Insurance:

5.3.1 The Contractor shall maintain such insurance as will protect him from claims under Workers Compensation Insurance Acts, which may arise from operations under the Contract.

5.4 Dispute Resolution:

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

5.5 Faithful Performance Bond:

5.5.1 The Contractor shall furnish the District with a Satisfactory Faithful Performance Bond, which shall be attached to and returned with the execution of the Agreement, for the Initial Term – September 1, 2014 through June 30, 2019.

5.6 Liquidated Damages:

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





5.7 Invoices and Payments:

- 5.7.1 The Contractor shall submit monthly invoices in triplicate, on a form acceptable to the District, to the Transportation Department, 100 Nightmist, Irvine, California 92618. Subject to acceptance and written approval of the invoices, the District shall make payments monthly for service performed the preceding month. Contractor shall itemize, showing a breakdown of specific cost areas including regular education, special education and any other specific area identified by the District.
- 5.7.2 Payments for service shall be to the nearest five (5) minutes. Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice, unless the Contractor files a written claim for error or omission.
- 5.7.3 Deductions by the District shall be made within ninety (90) days of the date of such invoice. Deductions shall be made from the Contractor's payment for failure to provide any portion of the services required under the terms of this Agreement in accordance with the following:
  - 5.7.3.1 Number of trips missed multiplied by the applicable unit rate.
  - 5.7.3.2 Any incidents of liquidated damages.
- 5.7.4 Assessment of such deductions by the District shall in no way relieve the Contractor of its obligations to provide spare buses and drivers sufficient to cover all interruptions in service to the District due to failure of equipment or lack of personnel.
- 5.7.5 Adjustment of Rates: Compensation for all services provided under the terms of this Contract shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified herein, the Contractor shall provide the District with a written proposal on or before April 1 of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period July 1, through June 30, 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 adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective September 1 every year. Any such adjustment shall not result in an increase greater than five percent (5%) annually.

5.8 Independent Contractor:



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

5.9 Hold Harmless:

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

- 5.9.1 Death or bodily injury to person(s), injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from criminal misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and,
- 5.9.2 Any injury to or death of any person(s) or damage to any property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damages occur either on or off District property, except for injuries and losses resulting from criminal misconduct of the District, its Board of Education Officers, employees, agents or independent contractors who are directly employed by the District. The Contractor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board of Education officers, agents or employees, on any such claim, demand, liability, loss, damage or expense through legal counsel satisfactory to the District, and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education Officers, agents or employees in any action, suit or other proceedings as a result thereof.

5.10 Notices:

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



5.11 Entire Agreement

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

5.11.2 If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

5.12 Assignment

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

5.13 Compliance with Applicable Laws

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

5.14 Governing Laws

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

**VI. COMPONENT PARTS OF THE CONTRACT:**

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

- 6.1 Notice Calling for Bids.
- 6.2 Calendar of Events
- 6.3 Bid Objective
- 6.4 Information for Bidders.
- 6.5 Information Required of Bidders.
- 6.6 Bid Form
- 6.7 Bid Form Pricing Sheet



- 6.8 Certificate Regarding Workers' Compensation.
- 6.9 Non-Collusion Declaration
- 6.10 Insurance Requirements and Evidence of Insurance with endorsements
- 6.11 Proposed School Bus Inventory and Proposed Property Summary
- 6.12 Addenda Numbers \_\_, \_\_, \_\_, \_\_ as issued (if any)
- 6.13 Bid Bond
- 6.14 Faithful Performance Bond
- 6.15 Payment Bond
- 6.16 Contractor's Fingerprinting Certification
- 6.17 Drug Free Workplace Certification
- 6.18 Tobacco Use Policy
- 6.19 General Conditions
- 6.20 W-9

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



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

DISTRICT

Irvine Unified School District

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
CONTRACTOR's License No.

\_\_\_\_\_  
Tax ID No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)



## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further



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

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

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NAME OF CONTRACTOR

---

Signature

---

Print Name

---

Title

---

Date



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

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

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

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

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

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





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

To the Governing Boards of Irvine Unified School District:

I, \_\_\_\_\_ certify that:  
Name of CONTRACTOR

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

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT:

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

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

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

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

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

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

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



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

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

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

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

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



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

CORPORATE SEAL, IF  
APPLICABLE, AND NOTARIAL  
ACKNOWLEDGEMENT OF  
CONTRACTOR

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name and Title

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



## **PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT:

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

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

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

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

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

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



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

Any claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

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

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



## **TOBACCO USE POLICY**

### **IRVINE UNIFIED SCHOOL DISTRICT** Irvine, California

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

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXHIBIT A

### Estimate Transportation Cost for 2013-2014

The cost of home-to-school transportation including special education students:

July 2013 thru February 2014 -

Elementary (105 days)	\$290,935.85
Secondary (105 days)	\$32,323.26
Special Education (142 days)	<u>\$1,546,986.54</u>
	\$1,870,245.65

Estimate cost March thru June 2014 – (77 days left of school)

Elementary	\$213,353.14
Secondary	\$23,703.68
Special Education	<u>\$838,858.79</u>
	\$1,075,910.61

Estimate cost for 2013-2014:

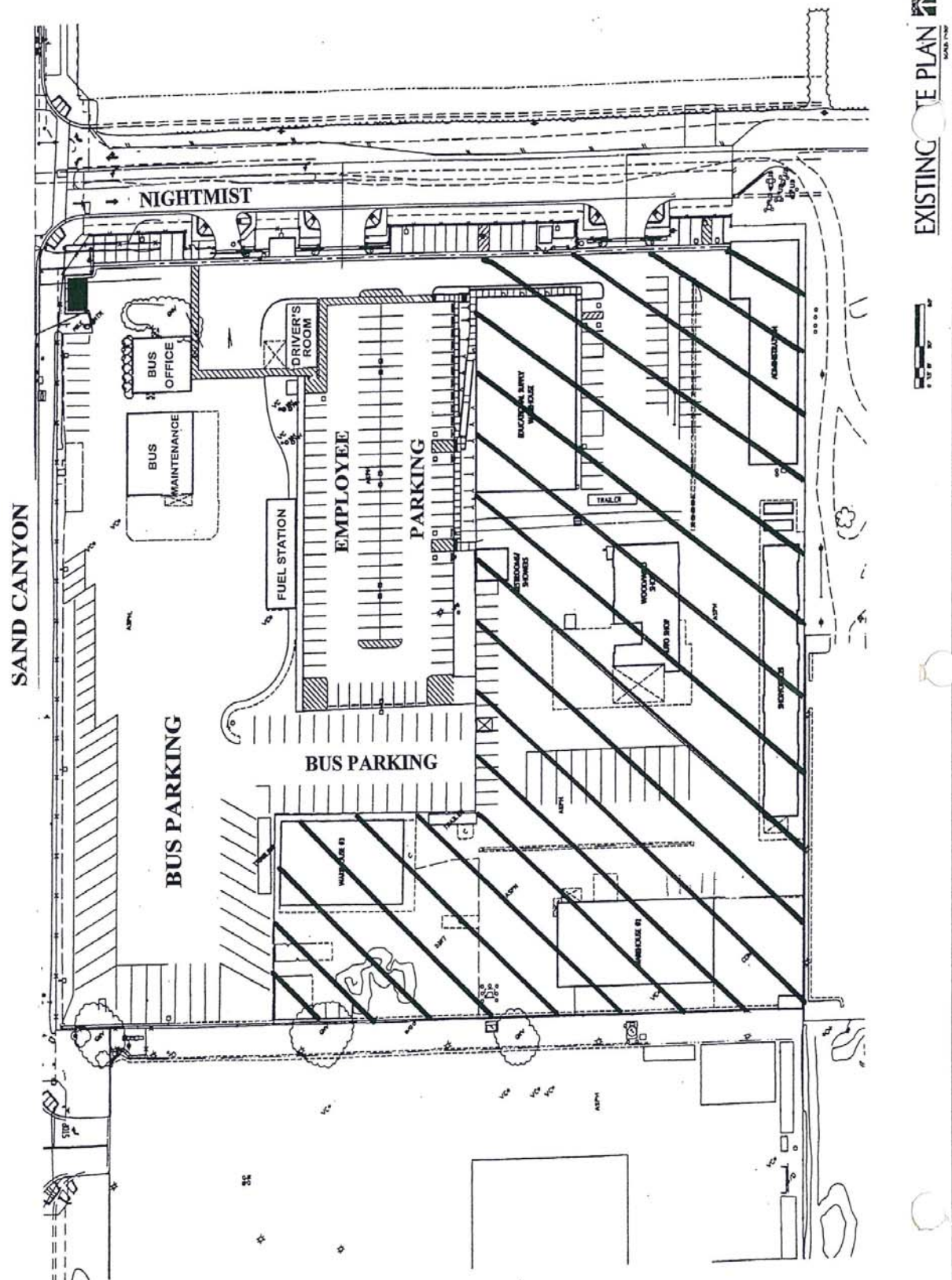
Elementary	\$290,935.85	Secondary	\$32,323.26
	<u>\$213,353.14</u>		<u>\$23,703.68</u>
	\$504,288.99		\$56,026.94
Special Education	\$1,546,986.54		
	<u>\$838,858.79</u>		
	\$2,385,845.33		





# **EXHIBIT B**

## **District Transportation Site**





**W-9**

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