



IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 18/19-01TS, Individualized Transportation Services

Bid Deadline: June 10, 2019 at 11:00 am

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

Required Documents

Please return this sheet with your bid documents

Bid Documents Due at the Submission of the Due Date

- Bid Form
- Bid Form Pricing Sheet (all pages)
- Information Required of Bidder
- Noncollusion Declaration
- Bid Bond
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)

Other Forms not required until after award

- Agreement
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- Tobacco Use Policy

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

+Items which successful bidder must submit after the award.

NOTICE CALLING FOR BIDS

District: **Irvine Unified School District**
Bid Deadline: **June 10, 2019 at 11:00 am**
Place of Bid Receipt: **Irvine Unified School District
Transportation Department
Attn: Carla Dupuis
100 Nightmist, Irvine, CA 92618
Bid No. 18/19-01TS, Individualized Transportation Services**

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 18/19-01TS, Individualized Transportation Services.**

Project documents will be available on May 13, 2019 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 11:00 am on Tuesday, May 28, 2019.

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.

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

Irvine Unified School District
Governing Board

By: Maria Ragas
Specialist, Purchasing Contracts

Advertise: Orange County Register; May 12 & May 19, 2019

Bid Objective

The Irvine Unified School District (District) will require individualized, door to door, transportation services for incidental student trips that the District cannot accommodate using District/Contractor school buses and drivers. These services will be used on an “as needed” basis and will be solely determined by the District.

Contractor shall furnish, operate and maintain Orange County Taxi Administration Program (OCTAP) or (TCP) certified drivers and vehicles for the transportation of students at such times and places as may be specified by the District. Contractor shall comply with the rules and regulations governing the operations of charter-party carriers of passengers pursuant to Chapter 8 of Division 2 of the Public Utilities Code.

Contractor will be paid for each trip according to the rates awarded. The District will not be charged “over hours” for any delays due to bidder’s equipment failure or driver performance.

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

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	May 12, 2019 May 19, 2019
Bid Posted	IUSD Website	May 13, 2019
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	May 28, 2019 at 11:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before May 31, 2019
Bid Deadline/Opening	Transportation Department 100 Nightmist Irvine, CA 92618	June 10, 2019 at 11:00 am
*Board of Education Action	Award of Contract	June 25, 2019

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

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

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

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

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

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

4. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications, which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered. **ANY DEVIATIONS, EXCEPTIONS OR CONDITIONS TO ANY**

OF THE BID DOCUMENTS MAY RESULT IN THE REJECTION OF A BID AS BEING NONRESPONSIVE.

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

6. Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents relating to the bid; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the cost of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The bid documents are only provided as information for the bidder. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

8. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to **Maria Ragas at MariaRagas@iusd.org by May 28, 2019 by 11:00 am.** No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed or uploaded to the District website to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.**

9. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

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

11. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use of Policy, General Conditions, W-9, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

12. 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 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, Tobacco Use Policy, 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.

13. Term of Contract. Initial Term of the contract shall be July 1, 2019 through June 30, 2020 with an option to extend for four (4) additional one (1) year terms by mutual written agreement and upon approval of the District's Governing Board for a maximum term of five (5) years, in accordance with provisions contained in Education Code section 17596. Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index (CPI) but may never exceed five percent (5%) in any contract year.

14. Prices. All prices must remain firm for the entire initial term of the contract. Fees for all services provided under the terms of the contract may be subject to adjustment annually. In the event the successful bidder proposes to increase or decrease the rates for the transportation services, the successful bidder shall provide the District with a written request on or before April 30th of each year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31st of the then current year. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair but never more than five percent (5%). The adjustment will be effective upon renewal of the contract, beginning July 1st.

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

16. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER". The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, if approved, and other persons and organizations to do the work 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.

17. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract. Bidders shall meet all requirements of the U.S. Department of Transportation, California Department of Transportation, the California Department of Education, the California Public Utilities Commission, California Department of Motor Vehicles, California Highway Patrol, including but not limited to Driver

Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure pertaining to the transportation of children/students.

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

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

i. Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$100,000
(d)	Personal and Advertising Injury	\$100,000
(e)	Damage to Rented Premises	\$100,000
(f)	Medical Expense (any one person)	\$5,000

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

iii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000.

iv. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence and \$4,000,000 excess/umbrella per occurrence, or a combined single limit not less than \$5,000,000 per occurrence.

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

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

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

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

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

20. Anti-Discrimination. In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

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

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

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

24. Criminal Records Check. Successful bidder shall require each employee or driver in in a position requiring contact with students to submit fingerprints consistent with California Education Code sections 33192, 44237. Successful bidder shall comply with the

requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and drivers, prohibiting its employees and drivers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with students have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code section 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code section 44237 be allowed to come in contact with students. The successful bidder must complete Fingerprint Certification, contained in the bid documents.

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

26. Personnel. All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Drivers shall be neat in appearance, in good health and of the highest moral character. Drivers shall be forbidden to smoke within the parameters of the transportation vehicle and shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any driver and shall notify the successful bidder in writing. The successful bidder shall provide regular and continuous formal safety instruction for all operating personnel assigned to the District's contract. The successful bidder shall require that all drivers and other individuals who may come in contact with a student provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The successful bidder shall keep a copy of said information in the driver information file. The successful bidder shall perform pre-employment, random drug testing on all drivers involved in transporting students and other persons for the District. Post-accident drug testing will be performed in a manner consistent with District transportation guidelines. The successful bidder agrees to notify all drivers and other individuals who may come into contact with a student about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a student. The successful bidder shall provide training regarding universal health care precautions and post required notices in areas designated by the California Health and Safety Code.

27. Vehicles. Successful bidder shall own, operate, and maintain appropriate vehicles for the transportation of students and other persons at such times and places as may be specified by the District. Successful bidder shall be required to perform the services with its own vehicles and drivers meeting the requirements of the District.

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

the services required.

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

30. Time is of the Essence/Liquidated Damages. All services must be completed within the time limits set forth as specified by the District. It is agreed that failure to perform the services described herein within the time limits required will result in successful bidder 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 successful bidder.

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

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

33. 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 successful bidder 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.

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

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

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

FIRM NAME: _____

ADDRESS: _____

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

E-MAIL ADDRESS: _____

BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

BID NO. 18/19-01TS,

INDIVIDUALIZED TRANSPORTATION SERVICES

FOR

IRVINE UNIFIED SCHOOL DISTRICT

BID FORM

Bidder Name: _____
To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Information Required of Bidder, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, W9, all insurance requirements, General Conditions, 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. 18/19-01TS, Individualized Transportation Services

All in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the Purchasing Dept. of the Irvine Unified School District for the sum of **‘Grand Total’ from Bid Form Pricing Sheet, page 23)** _____ Dollars (\$ _____).

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

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

3. The initial term of the Agreement is July 1, 2019 through June 30, 2020. Term of the Agreement may be extended upon mutual written consent of District and successful bidder(s)

and the approval of the District’s Governing Board for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

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

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

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

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

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

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

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

11. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

12. 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.

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

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

BID FORM PRICING SHEET

Originator Fee is a fixed cost trip mobilization fee. Charges for all types of transportation shall be based on portal-to-portal trips unless otherwise noted.

Unit Prices

School Buses:

Type of Transportation	Originator Fee	Labor	Mileage
Up to 3 Passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 Passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 3 Passengers Wheelchair Capable Van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 Passengers Wheelchair Capable Van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile

BID FORM PRICING SHEET Continued

Hypothetical trips shall include mobilization fee. Unit prices for labor and mileage shall apply accordingly as listed in the Bid Form Pricing Sheet, page 20.

Bid award will be based on the set of the three (3) hypothetical trips defined below.

Hypothetical No. A

Five (5) students **round trip**
AM – Pick-up/Drop
PM – Pick-up/Drop

Student No. 1A 2 Wedgewood
Irvine, CA 92620

Student No. 2A 10 Fulton
Irvine, CA 92620

Student No. 3A 333 Sonoma Aisle
Irvine, CA 92620

Student No. 4A 5122 maple
Irvine, CA 92614

Student No. 5A 21 Ascension
Irvine, CA 92612

Speech and Language 8699 Holder St. Start time: 8:30 AM
Development Center Buena Park, CA 90620 Dismissal: 2:30 PM

Hypothetical Cost No. A \$ _____
(Insert cost on page 23 of Bid Form Pricing Sheet)

BID FORM PRICING SHEET Continued

Hypothetical No. B

Seven (7) students **round trip**
AM Pick-up/Drop
PM Pick-up/Drop
One (1) wheelchair

Student No. 1B	163 Tarocco Irvine, CA 92618
Student No. 2B	435 San Leon Irvine, CA 92606
Student No. 3B	3900 Parkview #18 A Irvine, CA 92612
Student No. 4B	30 Greco Aisle Irvine, CA 92614
Student No. 5B	6 lakeside Irvine, CA 92604
Student No. 6B	6 Elderberry Irvine, CA 92603
Student No.7B	12 Westmoreland Irvine, CA 92626

Taft School	500 W. Keller Santa Ana, CA 92707	School in 8:00 AM School out 2:47 PM
--------------------	--	---

Hypothetical Cost No. B \$ _____
(Insert cost on page 23 of Bid Form Pricing Sheet)

BID FORM PRICING SHEET Continued

Hypothetical No. C

One (1) student (wheelchair) to therapy – **one way trip only**

Student No. 1C

Los Alamitos Elementary 10700 Bloomfield
Los Alamitos, CA 90720

Woodbridge Med Center 4950 Barranca Parkway #310 With wheelchair
Irvine, CA 92604 Appointment time 3:00 PM
School Out 2:00 PM

Hypothetical Cost No. C \$ _____
(Insert cost below, page 23 of Bid Form Pricing Sheet)

TOTALS:

Hypothetical No. A: \$ _____

Hypothetical No. B: \$ _____

Hypothetical No. C: \$ _____

Total for Hypotheticals A, B & C: \$ _____

GRAND TOTAL (Total of Hypotheticals A, B & C x 180 school days (annual)):

*****GRAND TOTAL must be listed on the first page of the Bid Form, page 17.**

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

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation)
Business Address: _____
Telephone _____
Signed by: _____, President Date: _____
Print Name: _____, President Date: _____
Signed by: _____, Secretary Date: _____
Print Name: _____, Secretary Date: _____

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

Joint Venturer Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

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

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

If a Corporation Name: _____
(a _____ Corporation)
Signed by: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

INFORMATION REQUIRED OF BIDDER

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

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

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

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

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

(5) Have you ever been licensed under a different name or different license number?
Yes _____ No _____ If "Yes," give name and license number.

_____.

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

Yes ____ No ____

- a. If yes: Name of Agency: _____
- b. Address: _____
- c. Telephone Number: _____
- d. Contact Person: _____
- e. Name of your current terminal or location manager: _____
- f. Length of manager's service at location: _____
- g. Types of service you provide at location: _____
- h. Number of buses/vehicles utilized per location: _____
- i. Beginning and ending dates of current contracts: _____

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

Yes ____ No ____

- a. If yes: Name of Agency: _____
- b. Address: _____
- c. Telephone Number: _____
- d. Contact Person: _____
- e. Name of your current terminal or location manager: _____
- f. Length of manager's service at location: _____
- g. Types of service you provide at location: _____
- h. Number of buses/vehicles utilized per location: _____
- i. Beginning and ending dates of current contracts: _____

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

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

Drivers _____ Vehicles _____ Types of Services _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

b) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____
Contract Amount: _____
Completion Date: _____

c) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____
Contract Amount: _____
Completion Date: _____

d) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____
Contract Amount: _____
Completion Date: _____

e) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____
Contract Amount: _____
Completion Date: _____

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

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

a) Name of Contract: _____
Detailed Description: _____

Name and Contract Owner: _____
Contract Amount: _____

Completion Date: _____

b) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

c) Name of Contract: _____

Detailed Description: _____

Name and Contract Owner: _____

Contract Amount: _____

Completion Date: _____

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

1) Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

2) Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

3) Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

4) Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

5) Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

(47) Additional Information: _____

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

Signature

Print Name

Title

Date

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

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

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signature

Print Name

Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____, as Principal, and _____ as Surety, a California admitted surety insurer, are held and firmly bound unto the _Irvine Unified School DISTRICT, hereinafter called the DISTRICT, in the sum of **TEN PERCENT (10%) OF THE 'GRAND TOTAL BID AMOUNT' FROM PAGE 1 OF THE BID FORM** for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

Bid No. 18/19-01TS, Individualized Transportation Services.

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

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

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

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

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

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

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

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

The _____
Firm name/principal

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

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

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

THE PRIMARY PARTICIPANT _____
Firm name/principal

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

Signature and Title of Authorized Official

**CERTIFICATE OF
RESTRICTIONS ON LOBBYING**

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

(Firm Name)

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

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

Executed this _____ day of _____, 20__

By: _____
(Signature of authorized official)

(Title of authorized official)

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20__, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “DISTRICT”), and _____, (hereinafter referred to as “TRANSPORTATION CONTRACTOR”).

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

1. TRANSPORTATION CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 18/19-01TS, Individualized Transportation Services**, including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Objective, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Information Required of Bidder, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Workers’ Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, W9, all insurance requirements, General Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents) thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

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

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

4. The initial term of the Agreement is July 1, 2019 through June 30, 2020. Term of the Agreement may be extended upon mutual written agreement of District and successful bidder(s) and approval of the District’s Governing Board for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

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

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

Conditions, then this Agreement shall terminate or be suspended as set forth in the General Conditions.

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

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

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

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

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

injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the TRANSPORTATION CONTRACTOR, either directly or by independent contract;

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

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

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

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

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

(i) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT.

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

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

(iii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000.

(iv) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence and \$4,000,000 excess/umbrella per occurrence, or a combined single limit not less than \$5,000,000 per occurrence.

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

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

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

TRANSPORTATION CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification

of the required insurance. The certificates of insurance providing the coverages referred to in clauses i., ii., and iii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating “Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

10. If TRANSPORTATION CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

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

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

13. The TRANSPORTATION CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The TRANSPORTATION CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The TRANSPORTATION CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

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

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope

addressed to said TRANSPORTATION CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

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

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

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

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

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

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

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

IRVINE UNIFIED SCHOOL DISTRICT

TRANSPORTATION CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

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

WORKER’S COMPENSATION CERTIFICATE

Labor Code section 3700.

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

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

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

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintain a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Name of Contractor

Signature

Print Name

Title

Date

SAMPLE

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

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

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

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

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

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

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK

AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

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

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

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

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

Name of Bidder

Signature

Date

W-9 FORM

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

GENERAL CONDITIONS

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 Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which may alter, explain, or clarify the Bid Documents prior to the bid deadline.

1.5 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 Certification, W9, 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

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and Contractor for an additional four (4) one year terms in accordance with provisions contained in the Education Code, section 17596 (K-12). Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index (CPI) but may never exceed five percent (5%) in any contract year.

3. Prices

The successful responsible 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 entire initial term of the contract. Pricing shall be inclusive of all and any cost charged to the District including fuel surcharges. Fees for all services provided under the terms of the contract may be subject to adjustment annually. In the event the successful bidder proposes to increase or decrease the rates for the transportation services, the successful bidder shall provide the District with a written proposal on or before April 30th of each year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period ending March 31st of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of

Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair. The adjusted rate shall be effective July 1st.

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 subcontractors and other 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, proposed subcontractors, if approved, 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.

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.

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

In emergencies and in the sole discretion of the District, if a subcontractor is required, the Contractor shall provide the name, address, telephone, and fax number of each subcontractor who would perform work or render services.

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 District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Boards, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgement 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. Tobacco Free Policy

Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractors' employees and subcontractors while on District property. Contractor understands and agrees that should any employee or subcontractor 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.

11. Governing Law

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

12. 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, 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.

13. Default

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.
- b. Certificates and insurance policies shall include the following:
 - i. A clause stating:

“This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”
 - ii. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - iii. Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
- c. In case of Contractor's failure to provide insurance as required by the Agreement, the District may, at District's option, take out and maintain at the expense of the Contractor, such insurance in the name of Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Contractor under this Agreement.

23. Permit 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 in this section shall be furnished to the District upon request.**

24. District's Right to Choose Suitable Transportation

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

25. Confirmation

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

26. Damage to District Property

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

27. 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.

28. 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.

29. 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.

30. 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.

31. Safety Program

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

32. 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.

33. 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.

34. Record Keeping and Accident Reports

Bidders will be required to provide records deemed necessary by the District, which shall include but not be limited to mileage reports, student pick up and drop off information, and accident reports. The successful bidder will be required to notify District on a daily basis regarding any student who is scheduled for services and fails to appear, any changes or requests made by parents, and any changes to the route, such as times or destinations. This notification service shall continue until the District

cancels service for that student. Bidders shall immediately report to the District all accidents involving the bidder's equipment or personnel while transporting District personnel and/or students.

35. 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 a maximum of sixty (60) days of receipt of a correct invoice.

36. Change in Name and Legal Entity

If the Contractor plans to make any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Bid Documents.