

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Purchasing Department
4750 Date Avenue
La Mesa, CA 91942

FB 23/24-003: Student Charter Bus Transportation Services

BID OPENING:

PROPOSALS DUE: December 1, 2023 at 3:00 PM
At the La Mesa-Spring Valley School District
Education Center

Event	Date
Advertising Dates	11/3/2023, 11/10/2023
Questions due from Proposers	11/20/2023 by 4:00 PM In Writing
Addendum and Responses to Proposers, Posted on District website	11/22/2023 by 6:00 PM Posted on Website
Proposals Due	12/1/2023, Friday at 3:00 PM
Announcement of Recommendation of Vendor Contract Award	12/5/2023
Protest Deadline	12/12/2023
District Board Meeting-Award of Contract	12/12/2023 at 6:00 PM
Term:	December 12, 2023 – June 30, 2024. Option to renew for four (4) one year periods.

TABLE OF CONTENTS

QUICK REFERENCE PAGE 1

BOOK 1 OF 2 - Bid Document

NOTICE TO BIDDERS 4

INSTRUCTIONS TO BIDDERS 5

CONTRACT SPECIFICATIONS 10

BOOK 2 OF 2 - BID SUBMITTAL PACKET

BID SUBMITTAL CHECKLIST (INFORMATION REQUIRED OF BIDDERS)..... 20

AGREEMENT..... 21

BID FORM..... 24

OUT OF SAN DIEGO COUNTY TRIPS..... 26

VEHICLE LIST..... 27

DRIVERS LIST..... 28

CONTRACTORS' LIABILITY..... 29

CONTRACTOR FINGERPRINTING REQUIREMENTS..... 30

CERTIFICATION OF CRIMINAL RECORDS CHECK..... 31

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION..... 32

DRUG-FREE WORKPLACE CERTIFICATION..... 33

NON-COLLUSION AFFIDAVIT..... 34

REFERENCE..... 35



Bid Document

Instructions to Bidders

BOOK 1 OF 2 – Bid Document

Please read these instructions carefully before preparing your bid packet for submittal.

LA MESA-SPRING VALLEY SCHOOL DISTRICT NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Governing Board of the La Mesa-Spring Valley School District("DISTRICT") is inviting qualified and experienced contractors to submit sealed bids for the project described below:

Bid No. 23-24 - 003 - Student Charter Bus Transportation Services

Bids must be delivered to the DISTRICT at the following location: 4750 Date Avenue, La Mesa, CA 91942, La Mesa-Spring Valley School District, and shall be labeled Bid No. 23-24-003 Student Charter Bus Transportation Services, Attention: Business Services.

Bids must be delivered to and received by the District at the location specified above as the place for submitting bids not later than the date and time specified below, at which time the District will publicly open and read all bids. Any bid received by the District after the Bid Deadline shall be returned to the bidder unopened. Bids must be received by the District no later than December 1, 2023, at 3:00 PM

Specifications may be examined and obtained at no charge from the District's Purchasing Department's webpage: <https://www.lmsvschools.org/purchasing-services/>

The class of California contractor's license required in order to bid on and perform the contract for this Project is a minimum of a Class B License with School Pupil Activity Bus (SPAB) Certificate and/or School Bus Certificate. The Drivers must have the license required for the equipment they operate.

The District's intent is to contract for student transportation services to augment the services the District is not able to provide with its own forces. The Contractor shall furnish, operate, and maintain one or more school buses or School Pupil Activity Buses (SPAB) for the transportation of pupils and other persons at such times and places as may be specified by the District. Such transportation may be either within or without the District and on any day or days during the term of the contract.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No Bidder may withdraw their bid for a period of thirty (30) days after the date set for the opening of the bids. Please refer any questions to Robert Cochran (Director of Business Services) at Robert.Cochran@lmsvschools.org

Publication: Daily Transcript

Publication Dates: November 3, 2023, November 10, 2023

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms that are a part of the Bid Package for the Project. Prospective bidders may obtain Contract Documents through the District's webpage: <https://www.lmsvschools.org/purchasing-services/>

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Business Services by emailing Robert.Cochran@lmsvschools.org no later than 4:00 PM on November 20, 2023.

Any interpretation of the Contract Documents will be made only by written addenda duly issued via e-mail, and posted on the District's webpage: <https://www.lmsvschools.org/purchasing-services/>

The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Please Note: Bidders are responsible for ensuring that they have review and all Addenda on the district website prior to submission of their bid documents.

5. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the contract on the basis

of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Bid Submittal Packet Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink or a computer printer is required. Deviations in the bid form may result in the bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered, unless the Notice to Bidders authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice to Bidders.

8. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder before awarding the Contract.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed, and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of **(NAME OF BIDDER)**
Bid No. 23/24-003 Student Charter Bus Transportation Services

Number of copies: Each Vendor must submit one (1) original “hard copy” and one (1) electronic copy (.pdf on a “thumb drive”) of its bid to the District.

Only where expressly permitted in the Notice to Bidders, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice to Bidders. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice to Bidders, and may reject any bid not strictly complying with District’s designated methods for delivery.

11. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the address shown in the Notice to Bidders up to the date and time shown therein. The District may leave unopened any Bid received after the specified date and time, and any such unopened Bid may be returned to the Bidder. It is the Bidder’s sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice to Bidders, and the amount of each Bid may be read aloud and recorded. The District may, at its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

12. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. No Bidder may withdraw their bid for a period of thirty (30) days after the date set for the opening of the bids.

13. BASIS OF AWARD: BALANCED BIDS

The District intends to award contracts to responsive and responsible bidder(s) for the services described above. Because it is known that the lowest bidder may not be able to meet all needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide trips in the order of their ranking that will result from the bids submitted by responsive and responsible contractors.

Vendors may provide bids on line items that include the passenger number range that matches the maximum passenger capacity of their company’s buses only.

The District reserves the right to reject any or all bids and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and its student population and which may not provide the lowest price(s) submitted.

14. DISQUALIFICATION OF BIDDERS: INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit a sub proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

15. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Bid Documents. The effective and expiration dates of the Contractor's insurance policies shall correspond with the effective and expiration dates of the Contract.

16. AWARD OR REJECTION OF BIDS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract. All successful bidders should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District may issue a Notice to Proceed to that Bidder.

The Governing Board of the La Mesa-Spring Valley School District, however, reserves the right to reject any/or all bids if the District determines that it would be in its best interest to cancel the solicitation, to accept or reject any one or more items of a bid, and to waive any informality or irregularity in the bid(s) or in the bidding process. If a bid fails to conform to requirements set forth in the Notice to Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the bid as not responsive to the Notice to Bidders. The District may, but is not required to, seek information from any vendor that may resolve an ambiguity in the vendor's bid.

17. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District's Director of Purchasing. In order for a Bidder's protest to be considered, the protest must:

- A. Be filed in writing within two business days of notification of award recommendation. Failure to file a timely bid protest shall constitute a Bidder's waiver of his/her right to protest the award of the contract;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected.

If the protest is considered, the District's Business Services Director, or other designated District staff member, shall review the basis of the protest and all relevant information. The Business Services Director will provide a written decision to the protestor. The protestor may appeal the decision of the Superintendent or his/her designee.

18. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

19. EXECUTION OF CONTRACT

The Bidders to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

20. BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS

No bonds are required for this contract. If any other bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the Specifications of these bid documents.

21. TERM

This Contract shall commence on December 12 2023, and shall be completed on June 30, 2024, unless (i) earlier terminated as set forth herein or (ii) the Parties mutually agree to extend the term and such extension is formally approved.

22. TERMINATION OF CONTRACT

If the Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon thirty (30) days written notice, cancel the contract in its entirety or in part, and may procure services elsewhere. Any extra cost incurred by default may be collected by the District from the Contractor. In the event of an early termination, the District shall pay Contractor for the work satisfactorily performed and the goods satisfactorily delivered prior to the date of the early termination. Such payment shall be Contractor's sole remedy and exclusive compensation and the District shall not have liability to contractor for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

END OF INSTRUCTIONS TO BIDDERS

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CONTRACT SPECIFICATIONS

1. **Scope:** The Contractor shall furnish, operate, and maintain one or more School Pupil Activity Buses (SPAB) or school buses for the transportation of pupils and other persons at such times and places as may be specified by the District. Such transportation may be either within or without the District and on any day or days during the term of the contract.
2. **Charter Bus Services:** Although the District maintains a bus fleet for home-to-school transportation, the needs for extracurricular student transportation far exceed what the District's fleet can provide, both in number and type of equipment needed. Therefore, the District desires to contract with multiple contractors for student charter bus services to be provided by privately owned carriers for student travel as needed. Successful contractors will be required to supply School Bus and Charter Bus equipment and drivers that meet all State and District requirements.
3. **Initial Term:** The initial agreement shall be for a period of one (1) year and six (6) months, from **December 12, 2023, through June 30, 2024.**
4. **Bid Rates:** The District will not accept any rate increases during the contract period.

Discount for multi-bus charters will not be considered in awarding trips. Contractors are encouraged to include any discounts into their bid price(s) at the time of bid.

Premium rates that are additional to bid prices for weekend, time of the year or special event charter will not be considered.

Per Trip Rate prices provided by bidder on bid form in bid submission must include ALL costs and be the only cost due the vendor by the District for each trip ordered. Trip duration will include start from and return to the appropriate School Site or District-designated location only.

Trips will be scheduled using awarded vendor's bid pricing in any combination of buses and vendors that will result in the lowest cost for each specific trip.

5. **Awarded Contracts:** The lowest bidder will receive the most favored position in terms of getting the first right of refusal of the District's business.

Therefore, upon contract award, the District will offer available trips to the lowest bidder and, as the need arises, progress to the next low bidder, third lowest bidder, etc., until all of the bidding Contractors are booked including the high bidder.

Trips will be scheduled using awarded vendor's bid pricing in any combination of buses and vendors that will result in the lowest cost of each specific trip.

If trip quantities were included in these documents are estimates only and are only inserted for bid comparison purposes. Companies awarded contracts are to invoice for actual trip quantities as ordered by District Transportation Department staff.

6. **Contract Extension:** This Agreement may be renewed only upon the mutual agreement of the parties in writing for successive one (1) year periods for a maximum term of five (5) years. At the end of each contract year, Contractor will be reviewed on the following:
 - A. 98% on-time pick-up and delivery of student(s) to and from all school sites/events.
 - B. Maintenance of a satisfactory public relations program that has resulted in no more than three (3) complaints judged to be minor by the District.

- C. District has judged the quality of transportation to be satisfactory. Satisfactory transportation services are exemplary service in terms of on-time service, performance, effective pupil discipline and an absence in terms of complaints from parents, drivers or staff.
- D. Maintenance and repair of fleet.

- 7. Adjustment Rates:** The District shall grant, upon contractor's request, effective July 1 of each year (but at no other times), an automatic annual rate adjustment to reflect inflation increase. The rate adjustment will be measured on March 1st of each year in the Consumer Price Index for All Urban Consumers (CPI-U) for West Urban, Size B/C (less than 1,500,000 population) published by the US Department of Labor Bureau of Labor Statistics. No further CPI increase will be allowed even if the contractor believes inflation is higher in the industry.

The Contractor, when requesting an annual increase, will provide the District with the Consumer Price Index formula information. Bidder(s) must notify the District in writing of their desired price changes for the upcoming extension period no less than sixty (60) calendar days prior to the end of the current contract term.

The District reserves the right to reject said price changes and not renew the contract, if it is felt to be in the best interest of the District to do so. If price increase is not accepted, District may award the line item(s) originally awarded to a vendor to the next lowest bidder, if that bidder agrees to hold their initial bid price for that line item, or the District may rebid.

If the charter bus contract is extended and a price increase is agreed to, the appropriate pricing will be determined based on the trip booking date (not trip date). Trips booked prior to the end of the current contract term will be at the rate in effect for that contract term, even if the trip will be taken in the next contract term.

- 8. Contractor Requirements:** The District expects that all bidders at the time of the bid opening, by the act of their bidding, own or lease the equipment, that will be provided to transport students and that all drivers will be employees (not subcontractor's) of the bidding company.

Bidders may NOT subcontract out any or the whole portion of the work to be provided under this contract.

The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District, except on a short term, interim basis in the event of an emergency.

The District expects that all bidders, by the act of their bidding, shall be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB) <http://www.dmv.ca.gov/pubs/vctop/d01/vc546.htm> and that all drivers of such vehicles will likewise have a valid School Bus or SPAB license whether or not passengers are students or adults on school or District related activities utilizing either public or private funds.

All work performed and all equipment used by bidders shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. A signed bid will be considered a declaration all vehicles to be used in the execution of the contract, if awarded, does and will be SPAB or school buses certified vehicles and will continue to meet all safety regulations.

- 9. Contractor Covenant:** While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State

Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.

- 10. School Pupil Activity Bus (SPAB) and Driver Regulations:** All drivers are to be fully certified SPAB or school buses operators with the necessary license and credentials. The District retains the right to inspect both driver and buses/vehicles to insure these requirements are met before leaving on any scheduled trip/route.

All buses being used under this bid are to be certified SPAB or school buses. All school buses must be manufactured after April 1, 1977.

In addition, SPAB carriers will provide a current copy of:

- A list of SPAB certified buses in the fleet (include bus number, Make, Model, Year of Mfg., VIN, license, capacity, and last inspection date by CHP on each bus), and
- A complete list of all SPAB drivers (include name, CDL number, expiration date, medical expiration date, and length of employment).
- These lists shall be updated and sent to the District's Transportation Department quarterly.
- During the contract duration, if awarded, the Contractor shall notify the District in writing within ten days of any additions or deletions of equipment and drivers.

- 11. Pass Through Fees:** Charter Service - Parking fees, entrance fees, tolls, hotel fees, aides (as determined necessary by District Transportation Department staff), and any additional time added to the pre-trip itinerary if approved or ordered by the trip chaperon (prior to the date of event), shall be expenses of the District and will be payable to the Contractor. Shuttle Service – Parking fees, entrance fees, tolls or aides (as determined necessary by District Transportation Department staff) shall be expenses of the District and will be payable to the Contractor. Contractors should be prepared to prepay and add these expenses to the trip invoice.

All reimbursements shall abide by the current San Diego General Services Administration (GSA) Per Diem Rates.

- 12. Authorized Order Process:** Vendor will deliver a requested quote for service a minimum of twenty- four (24) hours from the time request is sent so that District school sites know whether vendor can provide service and the exact cost and times of pickup and delivery on business workdays, Monday- Friday, except National holidays. The District will provide the name and cell phone number of the authorized contact for each trip when the call is made to book services.

ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE TRANSPORTATION DEPARTMENT WILL BE ACKNOWLEDGED AND AUTHORIZED BY THE DISTRICT.

- 13. Suspension by District:** The District's Director of Transportation reserves the right to suspend a Contractor for excessive equipment failure and/or breakdowns, excessive trip refusals, and or immediately if any certifications are expired or non-existent.
- 14. Inspection of Contractor's Facility:** The District reserves the right to visit the carrier's properties and inspect driver records, vehicle records, and vehicle shop at any time prior to award of contract or during contract term.
- 15. Minimum Insurance Requirements:** Transporter shall obtain and require all sub - Transporters / subcontractors or the like to maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should transporter

maintain insurance policies with broader coverage and limits of liability that exceed these minimums, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than \$2,000,000 per Occurrence, \$5,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents, volunteers and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non- contributory endorsement applicable "when required by written contract or contract".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - i. Total Pollution Exclusion
 - ii. Abuse or Molestation Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 from with limits not less than \$5,000,000 per Accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsement:
 - i. Broadened Pollution Coverage Endorsement:
 - ii. The District, its Board, officers, agents, volunteers and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers, and employees or a blanket primary, non- contributory endorsement applicable "when required by written contract or contract".
3. Workers' Compensation including statutory coverage as required by the State of California and including Employer's Liability with limits no less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsement:
 - i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of

subrogation endorsement applicable “when required by written contract or contract”;

4. Umbrella or Excess Liability coverage with limits not less than \$5,000,000 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.
 - a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All Endorsements required under Paragraphs II. 1., II. 2, II. 3. above;
 5. Abuse or Molestation coverage with limits not less than \$1,000,000 per occurrence either by separate policy or by an endorsement to Transporter Business Auto Liability coverage.
 6. Should any required insurance policies contain either a deductible or self-insured retention, the Transporter shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
 7. Should any required insurance policies be canceled, non-renewed or if the Transporter fails to renew, Transporter shall provide notice of such cancellation immediately to the District within 10 days, except in the event of non-payment where such notice shall be provided with 10 days.
 8. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
 9. District shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.
 10. Acceptance of any certificate of insurance or endorsement shall in no way limit any indemnity, hold harmless or defense obligation, nor specifically shall it limit any liability, or obligation.
 11. Certificates of Insurance Coverage shall be filed by Transporter with the District evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate of will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Transporter. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 16. Fleet Roster:** The Bidder shall provide a fleet roster of proposed vehicles, listing make, model seating capacity, air-conditioning, year of manufacture and fleet ID. Vendor may utilize the attached form or provide own fleet roster.
- 17. Wheelchair Access Buses:** The District may have a requirement for wheelchair access buses for extra charter trips. No specifics are listed on the Bid Form, therefore, the Contractor shall identify their accessible buses on the fleet roster.
- 18. Erasures:** The bid submitted must not contain any erasures, or correction unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction surname or surnames of the person or persons signing the bid. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

19. **Evidence of Responsibility:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District's satisfactory evidence showing the bidder's financial resources, his experience in the field, and his organization or other factors contributing to the successful execution and completion of the contract.
20. **Invoice/Billing/Trip Document:** Invoice(s) will be honored only through the following procedures and are to be submitted no later than the 10th working day following the previous calendar month of service. Subject to acceptance and approval by the District, payment for such Services will be made within thirty (30) days of billing. If billing is late, for whatever reason, a two percent (2%) penalty of full billing charge will be assessed to the vendor, for each month late (not to exceed 20% of bill) and that amount is to be deducted from the invoice in the District's favor.

For charter service, a copy of the Contractor's standard trip document along with safety instructions and verification of time returned to school is to be filled out upon completion of the trip by the driver and signed by the trip chaperon. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip. This copy is to be sent to the Transportation Department, La Mesa-Spring Valley School District. This information may be included on the billing invoice or sent separately within 48 hours of the date of the trip. There will be no exceptions to this procedure; non-compliance may cause delay in payment of invoice.

21. **Inspection Reports:** Prior to the starting date of the contract, the vendor must furnish the District proof in the form of school bus inspection reports or SPAB reports that all School buses and coaches/vehicles used to transport students have been inspected by the California Highway Patrol and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code.

Vendor agrees to maintain a satisfactory Motor Carrier rating with the California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the contract. **Vendor must furnish proof of this rating with submission of bid documents.**

Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers Operating under the jurisdiction of the Public Utilities Commission as provided for In Education Code Section 39830. <http://www.leginfo.ca.gov/cgi-bin/waisgate?WAIISdocID=86700219716+0+0+0&WAIISaction=retrieve>

District reserves the right to physically inspect the carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities.

22. **Accident Procedures:** In case of an accident, it shall be the responsibility of the vendor to first notify the California Highway Patrol and second, notify the District's Transportation Department.

All reportable accidents (as defined by law) involving the Contractor's equipment or personnel or students being transported while operating for the District shall be reported to the District on the Contractor's form. Student injuries not involving acceleration, deceleration or movement of the bus may be reported on forms provided by the District, at its option.

A preliminary report shall be made to the District and reported to the school site administrator within 30 minutes following the accident and shall include whether any fatalities or injuries occurred and a generalization of property damage and whereabouts of the students. A written report shall be filed within 24 hours. Written follow-up accident reports shall be made and a legible copy of the CHP local law enforcement agencies report and any of the contractor's official reports shall be sent to the

district within five days or whenever completed whichever is earliest. Time is of the essence in the performance of the section of the agreement.

The Contractor will be required to provide operational records deemed necessary by the District. All reportable (as defined by law) accidents involving the Contractor's equipment or personnel while operating for the District, shall be reported to the District.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the District, at its discretion.

- 23. Submission of Documents by Successful Bidder:** Ten (10) working days from the notification by the District to the awarded vendor have been allowed for successful bidder to submit additional data required in the bid documents (i.e. proof of insurance and fingerprinting certification or other similar documentation). If the successful bidder does not comply with the requirements, consideration must be given to the next lowest bidder.
- 24. Disputes:** Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the Superintendent or designee. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or to grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the vendor shall proceed diligently with the performance of the contract and in accordance with the decision of the Superintendent or designee.

- 25. Fingerprinting Requirements:** The District has determined under Education Code section 45125.1 Subdivision (C) that in performing services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (A) Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services that may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the Board of Education of the District, to the Attention of Ryan Brewer, Director of Transportation, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

Fingerprints will not have to be redone for SPAB drivers as fingerprints have been submitted through DMV. Contractor shall still have to certify in writing that all employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

- 26. Drug Testing:** Contractor shall comply with all provisions of the Federal Omnivehicle Transportation Testing Act of 1991 (see 49 U.S.C., Section 2717, 40 C.F.R., Section 40 et. Seq., 49 C.F.R., Section 382 et. Seq.).
- 27. Contractor Refusal to Provide Service:** Any contractor awarded a contract in accordance with the terms and conditions herein that refuses more than five percent (5%) of the jobs offered in any given month, will be considered to be out of compliance with the contract and may be put on notice and found in breach, and if not rectified immediately may subsequently be relieved of their contract with the District or be charged the difference between their bid price and the price actually paid by the District for the refused trip.
- 28. Multiple Bus Travel:** The District requires all buses travel together whether they are the same or different carriers if trips consist of more than one bus unless directed otherwise by the trip chaperon.
- 29. Bus-to-Bus Communication:** The District requires bus-to-bus communication and emergency communication. Cellular phones, while not required, are preferred.
- 30. Bus Driver Responsibilities:** The trip chaperone(s) and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

The driver will arrive at the pickup point a minimum of ten (10) minutes prior to the scheduled departure time for the loading of equipment. Pickup and discharge of students shall be made at designated points only.

Upon arrival at the trip destination, the driver will keep the trip chaperon informed as to the location of the bus and unless excused by the trip chaperon, will remain in the immediate area of the bus.

A SPAB or school buses vehicle shall not be put into motion until all passengers are seated (CCR 1217E). All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The trip chaperone must coordinate their movements on the bus with the driver to ensure his/her safety.

Drivers may be required to assist in the loading or unloading of luggage as required by the group.

Prior to departing on any trip, the Driver will review weather conditions for the proposed route. If weather conditions are deemed to be unsafe, trips will be reviewed and if needed, delayed until such time conditions improve. Trips may be canceled due to these conditions.

In the event that a driver encounters reduced visibility during a trip that in their opinion causes it to be unsafe, the driver has the responsibility to pull the vehicle over in a safe location and wait until conditions improve. Drivers shall notify, or cause to be notified, the District Transportation Department of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

In accordance with Education Code 39831.5(4), Safety instruction is to be given to all pupils regardless of grade level prior to departure on each school activity trip. The instruction must include

the location of emergency exits and location and use of emergency equipment. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip.

31. Charter Bus Service Cancellations: On the day of scheduled trip and before the driver has reported to work, the charge to District will be two hundred fifty dollars (\$250.00). If the driver has reported to work, or is on the road, or is at the school site, the flat rate for 2-6 Hours (San Diego County) charge will be assessed to the District. Likewise, failure of the Contractor to provide District with 24-hour notice of trip cancellation will result in the same cancellation charge of two hundred fifty dollars (\$250.00), to be paid to the District by the Contractor.

32. Charter Bus Service Breakdowns or Mechanical Failures: If a breakdown or failure occurs en route and/or if vendor does not arrive within 30 minutes of scheduled departure time or arrival time, damages and the total expense incurred to complete the assignment, including the cost of any other vendor's chartered service or rental of other vehicles required to complete the trip and/or other expenses incurred to deliver or pick up passengers if necessary, will be the responsibility of the contractor hired for the trip.

Damages for a late departure or arrival will be owed to the District and will be figured by prorating and reducing the cost of the trip on a percentage basis using the total scheduled duration of the trip, divided by the length of the delay. Payment of the fees for damages, and/or reimbursement for actual expenses incurred by the District to complete the trip may be made by a deduction from an unpaid invoice for other trips or will be invoiced to the Contractor by the District and paid to the District no later than 15 days after receipt of invoice.

33. Charter Bus Service Time to respond for Quotes for service to schools: Vendor agrees to deliver a requested quote for service a minimum of twenty-four (24) hours from the time request is sent so that district school sites know whether vendor can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National holidays.

34. Attendants/Aides: The District may have a need to require that an attendant accommodate a student or students. In some cases, the awarded Contractor may be required to provide the aide/attendant. The cost will be a responsibility of the District, and the District will decide if the Contractor or District will provide the aide/attendant on a per case and availability basis. Attendants must always meet the approval of the District.

35. Failure To Comply: Should the Contractor fail to comply with any of the terms or conditions set forth in the Agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform the transportation needs of the District to this Agreement then and in that event with a thirty (30) day written notice to the Contractors this Agreement may be terminated. Any expense incurred by the District as a result of the Contractor's failure to perform in accordance with the terms of this Agreement shall be deducted from the payments stipulated herein. The right to terminate shall be in addition to any other legal remedy of the District because of breach of contract by the Contractor. Further, Contractor agrees to reimburse the District for all legal fees and expenses resulting from a legitimate claim or claims being filed by the District to enforce their rights pursuant to the provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Bid Submittal Packet

BOOK 2 OF 2 – BID SUBMITTAL PACKET

All of these forms must be completed and returned for consideration of your bid.

Please read the instructions and documentation carefully before preparing your bid for submittal.

BID SUBMITTED BY: _____
(Name of Company Submitting Bid)

BID SUBMITTAL CHECKLIST

Complete this checklist to confirm the items have been included with your company's bid. Place a check mark or "X" next to each item that you are submitting to the District. To be considered responsive, all required attachments must be returned. ***This checklist should be returned with your proposal.***

Documentation required at the time of submission:	
<input type="checkbox"/>	Digital Copy of Proposal (USB Drive)
<input type="checkbox"/>	Bid Submittal Checklist
<input type="checkbox"/>	Bid Form
<input type="checkbox"/>	Out of San Diego County Trips Form
<input type="checkbox"/>	Vehicle List
<input type="checkbox"/>	Driver List
<input type="checkbox"/>	Contractors' Liability
<input type="checkbox"/>	Contractor Fingerprinting Certification
<input type="checkbox"/>	Certification of Criminal Records Check
<input type="checkbox"/>	Contractor's Certification Regarding Workers' Compensation
<input type="checkbox"/>	Drug-Free Workplace Certification
<input type="checkbox"/>	Non-Collusion Affidavit
<input type="checkbox"/>	Reference
<input type="checkbox"/>	CHP Safety Compliance Report
<input type="checkbox"/>	Addenda Acknowledgement(s)
Documentation Required Upon Notification of Contract Award:	
<input type="checkbox"/>	Agreement
<input type="checkbox"/>	Certificate of Liability Insurance (including proof of Automobile Insurance)
<input type="checkbox"/>	Proof of Workers' Compensation Insurance
<input type="checkbox"/>	W-9 Form

AGREEMENT
STUDENT CHARTER BUS TRANSPORTATION SERVICES
BID NO. 23/24-003

THIS AGREEMENT, made and entered into this ____ day of _____ by and between La Mesa-Spring Valley School District Unified School District, hereinafter referred to as “District”, and , hereinafter referred to as “Contractor”.

WITNESSETH:

The District and the Contractor, for the consideration hereinafter named, mutually agree as follows:

1. **Scope of Contract:** The Contractor shall furnish, operate, and maintain one or more School Pupil Activity Buses (SPAB) or school buses for the transportation of pupils and other persons at such times and places as may be specified by the District. Such transportation may be either within or without the District and on any day or days during the term of the contract.
2. **Term of Contract:** The term of the contract shall be for the period beginning December 12, 2023 and ending June 30, 2024. It may be renewable thereafter as provided by law.
3. **Permits and Licenses:** The Contractor, his employees, and his agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.
4. **Indemnity:** To the fullest extent permitted by law, Bus/Transporter (“Transporter”) shall defend, indemnify and hold harmless the District, its officials, agents, volunteers and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Transporter’s services provided to District for its students, even if such claim, damage, loss or expense is caused in part by the indemnified parties. Claims, damages, losses and expenses arising from Transporter coming onto the facilities will be deemed to arise out of Transporter’s services. There shall be no obligation to an indemnified party who is established to have been liable for willful misconduct or sole negligence. Transporter shall, if requested by the District, defend using counsel approved by the District in its sole discretion.
5. **Component Parts of the Contract:** The Contract is composed of all of the documents specified below in the Section (“Contract Documents”), each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complementary and an integrated whole. Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interpreted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

<ul style="list-style-type: none"> <input type="checkbox"/> Notice to Bidders <input type="checkbox"/> Instructions to Bidders <input type="checkbox"/> Contract Specification <input type="checkbox"/> Agreement <input type="checkbox"/> Addenda <input type="checkbox"/> Bid Form <input type="checkbox"/> Vehicle List <input type="checkbox"/> Driver List <input type="checkbox"/> Information Required of Bidders <input type="checkbox"/> Contractors’ Liability <input type="checkbox"/> Cert. of Criminal Records Check 	<ul style="list-style-type: none"> <input type="checkbox"/> Contactor Fingerprinting Requirements <input type="checkbox"/> Contractor’s Certificate Regarding Workers’ Compensation <input type="checkbox"/> Drug-Free Workplace Certifications <input type="checkbox"/> Non-Collusion Affidavit Form <input type="checkbox"/> References <input type="checkbox"/> CHP Safety Compliance Report <input type="checkbox"/> Any other Documents contained in or incorporated into the Contract
--	--

6. **Hold Harmless:** Contractor agrees to and does hereby indemnify, hold harmless and indemnify the District and its governing board, officers, agents, and employees from and against every claim or demand made and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, 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 services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss 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 services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

The Contractor, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein.

7. **Safety Program:** The Contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to this contract, who shall be required to attend regularly scheduled safety meetings at least ten (10) hours per year.
8. **Assignment or Subcontracting:** The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.
9. **Independent Contractor:** While engaged in carrying out and complying with the terms and conditions of the contract, that Contractor is an independent contractor, and not an officer, agent, or employee of the District.
10. **Termination of Contract:** If the Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon thirty (30) days written notice, cancel the contract in its entirety or in part, and may procure services elsewhere. Any extra cost incurred by default may be collected by the District from the Contractor.
11. **Force Majeure:** The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the district provided that it is satisfactorily established that the non-performance is not due to fault or neglect of the party not performing.
12. **Trip Cancellation Charge:** On the day of scheduled trip and before the driver has reported to work, the charge to District will be two hundred fifty dollars (\$250.00). If the driver has reported to work, or is on the road, or is at the school site, the flat rate for 2-6 Hours (San Diego County) charge will be assessed to the District. Likewise, failure of the Contractor to provide District with 24-hour notice

of trip cancellation will result in the same cancellation charge of two hundred fifty dollars (\$250.00), to be paid to the District by the Contractor.

- 13. **Record Keeping and Accident Reports:** The Contractor will be required to provide operational records deemed necessary by the District. All reportable (as defined by law) accidents involving the Contractor’s equipment or personnel while operating for the District, shall be reported to the District.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the District, at its discretion.

- 14. **Payment for Service:** On or about the first (1st) business day of each month, the Contractor shall submit invoices, in the form and number required by the District, for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within thirty (30) days of billing.

- 15. **Adjustment of Rates:** Compensation for all services provided under the terms of this contract may be adjusted annually. The basis for such adjustments, upward or downward, shall be limited to proven changes in the cost increase or decrease in serving this contract. The adjustments will be computed from information provided to the District by March 1st of each year, to be applied to the next fiscal year.

- 16. **Equipment Requirements:** All buses supplied under this contract shall be approved school buses or approved pupil activity transportation buses, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of the District.

All buses of 41 or more passenger capacity shall be equipped with full air brakes of the largest size available for the particular chassis involved.

Regular preventive maintenance, as approved by the CHP and bus manufacturer, shall be practiced on all buses. There shall be no visible interior or exterior body damage.

Buses shall be clean inside and out, with restroom sanitized for each trip.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be available so they may be substituted, if needed, without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT UNIFIED SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: David Feliciano

Title: _____

Title: Superintendent

License No: _____

Bid Form

Please Note: Please read complete bid documents for all terms and conditions that will apply to contracts awarded. Included in terms and conditions are:

- * Flat Trip Rate price to include ALL costs (Per Trip Per Bus Dollar amount as well as Written Out) for each trip including start from and return to **School Site**.
- * District to pay per additional hour, **billable in** quarter hour increments, should trip exceed contracted duration.
- * Award will be made to responsive bidders **in the order beginning with** lowest cost per trip BY LINE ITEM **and proceeding upward (greater cost)**.
- * **Vendors may provide bids on line items that include the passenger number range that matches the maximum passenger capacity of their company's buses only.**
- * **Trips will be scheduled using awarded vendor's bid pricing in any combination of buses and vendors that will result in the lowest cost for each specific trip.**

Addendum Number	Date Received

Item No.	Flat Rate for up to 2 Hours (San Diego County)	Flat Rate for 2-6 Hours (San Diego County)	Flat Rate for 6-12 Hours (San Diego County)	Flat Rate for 6-12 Hours (Orange and Riverside County)	Flat Rate for 6-12 Hours (LA and Imperial County)	Additional Rate per Hour Exceeded
24-42 Maximum Passenger COACH BUS SERVICE						
43+ Passenger COACH BUS SERVICE						
52-84 Maximum Passenger SCHOOL BUS SERVICE						

Item No.	Flat Rate for 6-12 Hours (Ventura County)	Flat Rate for 12-16 Hours (San Diego County)	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	Flat Rate for 12-16 Hours (LA and Imperial County)	Flat Rate for 12-16 Hours (Ventura County)	Additional Rate per Hour Exceeded
24-42 Maximum Passenger COACH BUS SERVICE						
43+ Passenger COACH BUS SERVICE						

52-84 Maximum Passenger SCHOOL BUS SERVICE						
--	--	--	--	--	--	--

Submitted by:

Legal Name Company or Corporation

Signature of Company's Authorized Agent

Out of San Diego County Trips

This section of the contract is an agreement between the District and all local common carriers who participate in this section. It is difficult for the District to give the participants of this agreement the number of trips that will be out of San Diego County. If bidder agrees to this section, the District's dispatcher will call each participant by telephone and give an itinerary of the trip. He/she will then obtain the carrier's price for said trip. The lowest price quote shall be granted the trip. The working day shall be considered as being twelve (12) hours long, and anything over twelve (12) hours will be considered overtime. The common carrier shall include in their price quote regular time and overtime.

The dispatcher shall keep a log book containing an entry for each vendor's call and this book will be available upon the request of the vendor. The type of entries shall be name of the vendor, date and time of day called, and prices quoted.

This type of shopping gives the District a chance to obtain the best service for its dollar, and also gives the vendor an opportunity to adjust their prices in the everyday fluctuation of cost-of-living and operation of business.

Time and mileage charges for all transportation shall commence at the time and place specified in the official request for such service, and shall end when all passengers have been returned to the starting point within the District.

The undersigned has read the specifications, bid instructions, contract specifications, agreement included herein, is familiar with and understands the provisions and purposes, and agrees to provide transportation in strict accordance with the same, at the prices quoted herein.

FIRM NAME: _____

By: _____
(Signature of authorized agent)

(Printed or typed name of authorized agent)

Title: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

E-Mail Address: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 20_ by and between La Mesa-Spring Valley School District("District") and _____ ("Contractor"), Contractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District 's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Signature of Contractor's Representative

Date



**CERTIFICATION OF
CRIMINAL RECORDS CHECK**

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION

(To be executed by Bidder and submitted with bid)

Labor Code section 3700 in relevant part provides:

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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code 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)

_____(Title)

_____(Company)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO. _____: between **La Mesa-Spring Valley School District** ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

(1) The dangers of drug abuse in the workplace.

(2) The person's or organization's policy of maintaining a drug-free workplace.

(3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

(4) The penalties that may be imposed upon employees for drug abuse violations.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

NON-COLLUSION DECLARATION
(To be executed by Bidder and submitted with bid)

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 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 purposes.

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 this:

day of _____

City of _____, State of _____

Signed: _____

Title: _____

