



CUPERTINO UNION SCHOOL DISTRICT  
PURCHASING/WAREHOUSE DEPARTMENT  
10301 Vista Drive  
Cupertino, CA 95014

**Bid No. 23-B05-08**

**STUDENT CHARTER BUS  
TRANSPORTATION SERVICES**

**DATE DUE: March 31, 2023, at 2:00 p.m.**

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## NOTICE TO BIDDERS

Bid No. 23-B05-08

Notice is hereby given that the Cupertino Union School District will accept sealed Bids for Student Charter Bus Transportation Services in accordance with Cupertino Union School District's specifications and contract documents.

Bids shall be delivered and addressed to Attn: Dana Ino, Purchasing Department, Cupertino Union School District, until 2:00 p.m., March 31, 2023, at the Facility Modernization office, Door #10, 10301 Vista Drive, Cupertino, CA 95014, and shall be labeled Student Charter Bus Transportation Services, Bid No. 23-B05-08. Any Bidder who wishes his or her bid to be considered is responsible for making certain the bid is received in the Purchasing office by the proper time.

No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing website: <https://www.cusdk8.org/departments/purchasing/bid-opportunities>

Dana Ino  
Director, Business Operations

Ad dates: March 6, 2023  
March 13, 2023

# SPECIFICATIONS

## Contents:

- Introduction and Purpose of Bid
- Schedule of Events
- Contract Specifications
- Bid Response Format
- Bid Evaluations

## Introduction and Purpose of Bid

### Introduction

The Cupertino Union School District is the largest elementary school district in northern California. The District is comprised of approximately 1,700 employees serving over 13,000 students in 17 elementary schools, one K-8 school, and five middle schools throughout the city of Cupertino and parts of the cities of Sunnyvale, San Jose, Saratoga, Los Altos, and Santa Clara. Additional information about the District is available at [www.cusdk8.org](http://www.cusdk8.org).

### Purpose

The District's intent is to contract for student transportation services to augment the services the District provides with its own forces. 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 one or more contractors for student charter bus services 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 and are school bus or SPAB certified.

## Schedule of Events

<b>Date</b>	<b>Action</b>
March 6, 2023	Release of Bid
March 6, 2023	First Advertisement
March 13, 2023	Second Advertisement
March 23, 2023, 4:00 p.m.	End Written Question Period
March 24, 2023, 4:00 p.m.	Deadline for Addressing Written Questions and issuing Addenda. Answers and any addenda will be posted on the District's website at: <a href="https://www.cusdk8.org/departments/purchasing/bid-opportunities">https://www.cusdk8.org/departments/purchasing/bid-opportunities</a>
March 31, 2023, 2:00 p.m.	Bids Submitted to District

## Contract Specifications

1. Initial Term: The initial agreement shall run through June 30, 2024. The District reserves the right to extend this contract for up to four subsequent one-year periods beginning the day after the end of the initial term. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that will influence the District in exercising this option will be satisfactory service being rendered by the holder(s) of the contract and that any increase in price requested for the extension be a nominal amount and not excessive as measured by local market conditions and at time of renewal. Any single line item may be rebid without other categories being affected.

2. 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.

3. Extension Rates: The contract extension rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the next year in the contract period. Rate increase requests shall not exceed four percent (4%). The awarded Contractor(s) must notify the District's Purchasing Department 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 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 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.

4. Contractor Requirements: The District expects that all bidders, 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 portion of the work to be provided under this contract.**

The District expects that all bidders, by the act of their bidding, be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB). A School Pupil Activity Bus (SPAB) Certificate and/or a school bus certificate is required of any person who drives a bus for any school district or any other party carrying public or private pupils for school-related activities (CVC §§546 and 12517).

All drivers of such vehicles will likewise have a valid SPAB Certificate and/or school bus certificate whether 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 that the equipment to be used in the execution of the contract, if awarded, does and will continue to meet all safety regulations.

5. School Pupil Activity Bus and Driver Regulations (SPAB): All drivers are to be fully certified school bus or SPAB 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 school or SPAB buses. All school buses must be manufactured after 2005.

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, 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's Transportation Department in writing within 10 days of any additions or deletions of equipment and drivers.

6. Child Safety Alert System. (CVC §28160) Each school bus or school pupil activity bus, except as provided in paragraph 2, shall be equipped with an operational child safety alert system.

1. A "child safety alert system" is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.
2. A school pupil activity bus is **not** required to be equipped with an operation child safety alert system if all the following apply:
  - a. The school pupil activity bus is not used exclusively to transport pupils.
  - b. When the school pupil activity bus is used to transport pupils, the pupils are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer established by the policies of the school district, county office of education, charter school, or private school.
  - c. One adult chaperone has a list of every pupil and adult chaperone, including a school employee, who is on the school pupil activity bus at the time of departure.
  - d. The driver has reviewed all safety and emergency procedures before the initial departure and the driver and adult chaperone have signed a form with the time and date acknowledging that the safety plan and procedures were reviewed.
  - e. Immediately before departure from any location, the adult chaperone shall account for each pupil on the list of pupils, verify the number of pupils to the driver, and sign a form indicating that all pupils are present or accounted for.
  - f. After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms to ensure that the bus is vacant.

- g. The driver shall sign a form with the time and date verifying that all required procedures have been followed.

The information required to be recorded pursuant to subparagraphs (d), (e), and (g) may be recorded on a single form. These forms shall be retained by the school district, county office of education, charter school, or private school for a minimum of two years.

7. **Pass Through Fees:** Charter Service – Parking fees, entrance fees, tolls, hotel fees, aides (as determined necessary by District’s Transportation Department), and any additional time added to the pretrip itinerary if approved or ordered by the District representative (prior to the date of event), shall be expenses of the District and will be payable to the Contractor.

If the Charter Service Contractor is required to book a driver’s room, it shall be a single room at a reasonable rate. Lodging shall be at the same location trip participants are using if available. If cost of the room is to be more than student participation rate for said trip, prior approval must be granted by the Director of Maintenance, Operations and Transportation, prior to the date of the event.

Driver’s meals shall be the responsibility of the Contractor. In the event of unknown conditions (drivers exceeding itinerary), the District will reimburse the Contractor at a rate not to exceed the following: Breakfast - \$10.00, Lunch - \$20.00, and Dinner - \$30.00.

8. **Authorized Order Process:** Vendor will deliver a requested quote for service no more than 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.

9. **Suspension by District:** The Director of Maintenance, Operations and Transportation reserves the right to suspend a Contractor for excessive equipment failure and/or breakdowns, and if any certifications are expired or nonexistent.

10. **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.

11. **Hold Harmless:** Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) 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.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

12. Liability Insurance: Contractor must carry a comprehensive general liability insurance policy with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage which may arise out of this Agreement in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability to be in effect during the term of the contract. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the District, or the general aggregate shall be twice the occurrence. Contractor shall also provide liability insurance coverage specifically for the perils of molestation, sexual misconduct, or allegations of **sexual abuse with minimum policy limits of \$1,000,000.**

Contractor agrees to name District and its officers, agents, employees and representatives as "additional insured" under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of five million dollars (\$5,000,000) per occurrence combined single limit for bodily injury and property damage. If an annual aggregate limit is used, either the aggregate limit shall apply separately to the District, or the aggregate shall be twice the occurrence limit or ten million dollars (\$10,000,000).

All policy periods shall be continuous through the term of the agreement and shall be valid and nonrestrictive for interstate travel.

**If awarded a contract, Contractor(s) shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty- (30) day written notice of cancellation or reduction in coverage within ten (10) days of award notification.**

13. Workers' Compensation Insurance: Contractor agrees to procure and maintain in full force and affect Workers' Compensation Insurance covering its employees and agents adequate to protect them from Claims under Workers' Compensation laws and from claims for damages for personal injury, including death, and damage to property, which may arise from Bidder's operations under the contract while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and hold harmless the District from such claim.

14. Invoice/Billing/Trip Document: Invoice(s) will be honored only through the following procedures and are to be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service. 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 District representative. The driver of the trip must sign a trip document certifying that he or she has given the safety instruction to the group prior to departure of the trip. This information will be attached to the final invoice within 48 hours of the date of the trip. There will be no exceptions to this procedure; noncompliance may cause delay in payment of invoice.

15. Inspection Reports: Prior to the starting date of the contract, the vendor must furnish the District's Transportation Department 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 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.

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

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

Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the District's Transportation Department.

17. 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). If the successful bidder does not comply with the requirements, consideration must be given to the next lowest bidder.

18. 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.

19. 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 District, 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.

20. 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 District representative.

21. Bus-to-Bus Communication: The District requires bus-to-bus communication and emergency communication. Cellular phones, while not required, are preferred.

22. Bus Driver Responsibilities: The District representative 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 District representative informed as to the location of the bus and unless excused by the District representative, will remain in the immediate area of the bus.

A school bus 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 District representative may stand or walk while the bus is in motion to supervise students with authorization of the bus driver. The District representative must coordinate their movements on the bus with the driver to ensure his/her safety.

Driver 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 vehicle over in a safe location and wait until conditions improve. Drivers shall notify, or cause to be notified, the District's Chief Business Officer and Director of Maintenance, Operations and Transportation 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.

23. Charter Bus Service Cancellations: A charge of fifty percent (50%) of the contracted trip price will apply if a trip is canceled within four hours prior to the trip departure. A charge of twenty-five percent (25%) of the contracted trip price will apply if a trip is canceled within forty-eight (48) hours prior to the scheduled trip departure. No charge will be billed to either party if a trip is canceled more than forty-eight (48) hours prior to the scheduled trip departure. Repeated cancellations by the vendor or failure to complete the trip once a charter company confirms the trip may result in the District finding the company in contract default and/or trips not being offered to the company.

24. Charter Bus Service Breakdowns or Mechanical Failures: A discount on charges will be reflected on invoice if a breakdown occurs in route or if vendor does not arrive within 30 minutes of scheduled departure time or arrival. Vendor will deduct the total cost of any other vendor's chartered service or rental of other vehicles required to complete the trip or other expenses incurred to deliver or pick up passengers, whichever is less.

25. 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.

## **Bid Response Format**

The proposal shall include the following elements:

### Bid Form

Bidder shall complete and return the Bid Form with their proposal. The Bid Form is included in this package.

### Price Form

Bidder shall complete and return the Price Form with their proposal. The Price Form is included in this package. Bidders may complete only the individual bid items that they are responding.

### Performance References Form

Bidders shall complete and return the Performance References form with their proposal. This Performance References form is included with the bid package.

The District reserves the right to reject an offer of any Bidders who previously failed to perform properly; or complete, on time, contracts of a similar nature; or to reject the offer of a Bidder who is not in a position, in our opinion, to perform such a contract satisfactorily. The Bidder is to furnish the names of at least three (3) agencies (preferably California public school agencies) served by the Bidder within the past year with requirements similar to the needs of the Cupertino Union School District.

### Amenities Form

Bidder shall complete and return the Amenities Form with their proposal. The Amenities Form is included in this package.

### Equipment List

Bidder shall complete and return the Equipment List with their proposal. The Equipment List is included in this package.

### Driver List

Bidder shall complete and return the Driver List with their proposal. The Driver List is included in this package.

### Agreement

Bidder shall complete and return the Agreement with their proposal. The Agreement is included with the bid package.

### Noncollusion Affidavit

Each Bidder must return a fully executed Noncollusion Affidavit, as required by Public Contract Code section 7106, with the completed proposal. The Noncollusion Affidavit is included in this package.

### Bidder's Statement Regarding Insurance

Bidder shall complete and return the Bidder's Statement Regarding Insurance with their proposal. The Bidder's Statement Regarding Insurance is included with the bid package.

#### Workers' Compensation Certification

Bidder shall complete and return the Workers' Compensation Certification with their proposal. The Workers' Compensation Certification is included with the bid package.

#### Fingerprinting/Criminal Background Investigation Certification

Bidder shall complete and return the Fingerprinting/Criminal Background Investigation Certification with their proposal. The Fingerprinting/Criminal Background Investigation Certification is included with the bid package.

#### Drug-Free Workplace Certification

Bidder shall complete and return the Drug-Free Workplace Certification with their proposal. The Drug-Free Workplace Certification is included with the bid package.

#### Tobacco-Free Environment Certification

Bidder shall complete and return the Tobacco-Free Environment Certification with their proposal. The Drug-Free Workplace Certification is included with the bid package.

### **Bid Evaluations**

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

The lowest Bidder will be based on only the "hourly rate" and per mile charge provided for each line item and 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.

## INSTRUCTIONS TO BIDDER

**BID FORMS.** Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office.

**BID RESULTS.** Bid results are available at the District website:

<https://www.cusdk8.org/departments/purchasing/bid-opportunities>

**BID SUBMITTAL DEADLINE.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive at the Facility Modernization Office (Door #10), 10301 Vista, Cupertino, CA 95014, on March 31, 2023, by 2:00 pm, local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

**BID WITHDRAWAL.** Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Manager before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

**INFORMED BIDDERS.** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS.** Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

**PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**OFFERS OF MORE THAN ONE PRICE.** Bidders are not allowed to submit more than one bid.

**PAYMENT.** A blanket purchase order will be issued, and invoices will be paid within thirty (30) days after acceptance of the materials, equipment and/or services by the District, unless otherwise stated.

**QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS.** Bidders shall notify the Director of Business Operations promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to Dana Ino, Director, Business Operations. Questions regarding this solicitation must be submitted in writing, either by mail or email, to Dana Ino, Director, Business Operations, at [ino\\_dana@cusdk8.org](mailto:ino_dana@cusdk8.org) and shall arrive by 4:00 p.m., March 23, 2023. Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any prebid conference held for this solicitation.

***Clarification, corrections, or changes to specifications.*** All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum ***only***. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a prebid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

**TERMS OF THE OFFER.** Cupertino Union School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Cupertino Union School District. Bids offering terms other than those shown herein will be declared nonresponsive and will not be considered.

## **TERMS AND CONDITIONS**

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

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

The lowest Bidder will be based on only the "hourly rate" charge provided for each line item and 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.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The Cupertino Union School District may cancel this contract WITHOUT CAUSE at any time by giving thirty- (30) days' written notice to the supplier/contractor. The Cupertino Union School District may cancel this contract WITH CAUSE at any time by giving ten- (10) days' written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the Cupertino Union School District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Director.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered nonresponsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Cupertino Union School District, in writing, within twenty-four (24) hours after the delay. Such causes



may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Cupertino Union School District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Cupertino Union School District enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The Cupertino Union School District reserves the right to reject any bids, all bids, or any part of a bid. The Cupertino Union School District reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the Cupertino Union School District or any other governmental agency. The Cupertino Union School District expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Cupertino Union School District.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

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

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the Cupertino Union School District.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The Cupertino Union School District is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The Cupertino Union School District reserves the right to waive informalities or technicalities in bids.

AUTHORITY OF CUPERTINO UNION SCHOOL DISTRICT. Subject to the power and authority of Cupertino Union School District, as provided by law in this contract, the Cupertino Union School District

shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Cupertino Union School District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, sex, gender, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Cupertino Union School District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the Cupertino Union School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of its knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Cupertino Union School District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of Cupertino Union School District.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the Cupertino Union School District's Business Services with the Certificates of Insurance proving coverage as specified in *Exhibit A* and naming the District, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS – ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to,

those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

PERMITS. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Cupertino Union School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**BID FORM**  
**STUDENT CHARTER BUS TRANSPORTATION SERVICES**  
**BID #23-B05-08**

To: Purchasing Department  
Cupertino Union School District  
10301 Vista Drive  
Cupertino, CA, 95014

From: \_\_\_\_\_  
Name of Bidder  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State & Zip

Responding to Bid No. 23-B05-08 due by 2:00 p.m., March 31, 2023, the Bid Submittal Deadline, the undersigned Bidder agrees to furnish and deliver **STUDENT CHARTER BUS TRANSPORTATION SERVICES** per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

**Attention Bidders—Please Read Carefully**

Please check your calculations before submitting your bid; the Cupertino Union School District will not be responsible for Bidder miscalculations.

**Term of Offer.** It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

**Bidder's Acknowledgment of His/Her Understanding of the Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder is (check one):

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual Doing Business under a Firm Name |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation                                 |

Bidder hereby acknowledges receipt of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

*(continued)*

**BID FORM (continued)**  
**STUDENT CHARTER BUS TRANSPORTATION SERVICES**  
**BID #23-B05-08**

*Representations Made Under Penalty of Perjury.* The representations herein are made under penalty of perjury. We hereby offer to sell the Cupertino Union School District the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Facsimile Number

## PRICE 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:

- Hourly Trip Rate price to include ALL costs for each trip including start from and return to school site.
- 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.

Item No.	<b>52-84 Maximum Passenger SCHOOL BUS SERVICE</b>	Hourly Rate	Per Mile Rate
1	Hourly Rate for up to 2 hours	\$	\$
2	Hourly Rate for 2-6 hours	\$	\$
3	Hourly Rate for 6-12 hours	\$	\$
4	Hourly Rate for 12-16 Hours	\$	\$

Item No.	<b>Up to 16 Maximum Passenger SCHOOL BUS SERVICE with Wheelchair Lift</b>	Hourly Rate	Per Mile Rate
5	Hourly Rate for up to 2 hours	\$	\$
6	Hourly Rate for 2-6 hours	\$	\$
7	Hourly Rate for 6-12 hours	\$	\$
8	Hourly Rate for 12-16 Hours	\$	\$

Item No.	<b>24-42 Maximum Passenger COACH BUS SERVICE</b>	Hourly Rate	Per Mile Rate
9	Hourly Rate for up to 2 hours	\$	\$
10	Hourly Rate for 2-6 hours	\$	\$
11	Hourly Rate for 6-12 hours	\$	\$
12	Hourly Rate for 12-16 Hours	\$	\$

Item No.	<b>43+ Passenger COACH BUS SERVICE</b>	Hourly Rate	Per Mile Rate
13	Hourly Rate for up to 2 hours	\$	\$
14	Hourly Rate for 2-6 hours	\$	\$
15	Hourly Rate for 6-12 hours	\$	\$
16	Hourly Rate for 12-16 Hours	\$	\$

Submitted by: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**PERFORMANCE REFERENCES**

- 1. The District reserves the right to reject an offer of any Bidders who previously failed to perform properly; or complete, on time, contracts of a similar nature; or to reject the offer of a Bidder who is not in a position, in our opinion, to perform such a contract satisfactorily.
  
- 2. The Bidder is to furnish the names of at least three (3) agencies (preferably California public school agencies) served by the Bidder within the past year with requirements similar to the needs of the Cupertino Union School District.

Client: \_\_\_\_\_

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

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Client: \_\_\_\_\_

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

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Client: \_\_\_\_\_

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

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## AMENITIES

Please indicate equipment available in bidder passenger coach/school bus category (categories) by checking the appropriate boxes that follow:

<b>Coach Bus Service Capacity</b>	<b>High Back Seats (Yes or No)</b>	<b>Restroom(s) (Yes or No)</b>	<b>Underneath Storage Bays (Yes or No)</b>	<b>DVD or Other Video Player (Yes or No and describe type of playback system)</b>
24-42				
43+				
<b>School Bus Capacity</b>	<b>High Back Seats (Yes or No)</b>	<b>Restroom(s) (Yes or No)</b>	<b>Underneath Storage Bays (Yes or No)</b>	<b>DVD or other Video Player (Yes or No and describe type of playback system)</b>
52-84				
0-16				

Submitted by: \_\_\_\_\_

Legal Name, Company or Corporation \_\_\_\_\_

Signature of Company's Authorized Agent \_\_\_\_\_

Type or Print Agent's Name \_\_\_\_\_

Title \_\_\_\_\_







## AGREEMENT

### Bid #23-B05-08 Student Charter Bus Transportation Services

This Agreement is entered into by and between the Cupertino Union School District, hereinafter referred to as “District,” and \_\_\_\_\_ hereinafter referred to as “Contractor.”

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

1.       TERM

The initial term of this Agreement shall run through June 30, 2024, with four additional one-year terms at the District’s discretion. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.       WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Instructions to Bidders, Contract Specifications, Bid Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

3.       NONFUNDING

Notwithstanding any provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District shall not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

4.       TERMINATION

This Agreement may be terminated by the District without cause upon thirty (30) days’ written notice to the Contractor. The District’s right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

5.       CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in Bid No. 23-B05-08, Notice to Bidders, Instructions to Bidders, Contract Specifications, Bid Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

This document constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**Contractor**

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Typed or Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

**Cupertino Union School District**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT  
To Be Completed and Submitted With Bid**

State of California    )  
County of \_\_\_\_\_) ss.

\_\_\_\_\_ (Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of \_\_\_\_\_ (Contractor Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted with Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bid No. 23-B05-08, for Student Charter Bus Transportation Services. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to name the Cupertino Union School District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**WORKERS' COMPENSATION CERTIFICATION**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 its 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.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

(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 District prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided.

- Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 [c])

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

District Representative’s Name and Title: \_\_\_\_\_

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

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

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

Name of Contractor: \_\_\_\_\_

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

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



## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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.

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

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

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 termination, suspension of payments, 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.

As per Board Policy 3513.3, Education Code 48901 and Health and Safety Code 39002, the Cupertino Union School District is a Smoke Free Environment. Smoking and the use of Tobacco products by all persons shall be prohibited on or in school district property. District property includes: school buildings, school grounds, school owned vehicles and vehicles owned by others while on district property.

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. I acknowledge the Smoke-Free Environment Policy (SFEP) set forth by the Cupertino Union School District and hereby certify that I will adhere to this policy.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

## **CHECKLIST OF DOCUMENTS TO BE RETURNED WITH BID**

- Bid Form
- Price Form
- Performance References Form
- Amenities Form
- Equipment List
- Driver List
- Agreement
- Noncollusion Affidavit
- Bidder's Statement Regarding Insurance
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Drug-Free Workplace Certification

## EXHIBIT A

### INSURANCE REQUIREMENTS

#### 1. INSURANCE AND BONDS

##### a. Insurance

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

General Liability	Bodily Injury and Property Damage	1,000,000 per occurrence or \$2,000,000 general aggregate
Liability Coverage	Specifically, for perils of molestation, sexual misconduct, or allegations of sexual abuse	\$1,000,000
Automobile Liability	Property Damage and Bodily Injury	\$5,000,000 per occurrence or \$10,000,000 general aggregate
Workers' Compensation/Employers Liability	Coverage for employee work related injuries and illnesses	\$1,000,000

The General Liability and Auto Liability policies are to contain or be endorsed to name CUSD, its officers, officials, employees, and volunteers as additional insured's for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish CUSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by CUSD before work commences.

Mail insurance documents to: Business Services, Cupertino Union School District, 10301 Vista Drive, Cupertino, CA 95014.