

Bid Form Pricing Worksheet		Bidder: <u>Certified Transportation Services, inc.</u>
Section A.		RECLINER COACHES
Item # 1		
46-50 Passenger Bus	1- A.	Base Rate, per Hour, not to exceed 5 Hour Minimum \$ 240.00 (\$1,200.00 for 5 Hours)
		Hourly rate, Live hours After 5 Hours \$ 240.00 (Per Hour)
	1-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum \$ 1,050.00 (\$2,100.00 for 2 Hours)
		Hourly rate, Live hours After 2 Hours \$ 240.00 (Per Hour)
	1-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum \$ 1,050.00 (\$2,100.00 for 2 Hours)
		Hourly rate, Live hours After 2 Hours \$ 240.00 (Per Hour)
Item #2		
51 or More Passenger Bus	2-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum \$ 252.00 (\$1,260.00 for 5 Hours)
		Hourly rate, Live hours After 5 Hours \$ 252.00 (per Hour)
	2-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum \$ 1,105.00 (\$2,210.00 for 2 Hours)
		Hourly rate, Live hours After 2 Hours \$ 252.00 (Per Hour)
	2-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum \$ 1,105.00 (\$2,210.00 for 2 Hours)
		Hourly rate, Live hours After 2 Hours \$ 252.00 (Per Hour)
Item #3		
43 Passenger Wheelchair Accessable Bus	3-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum \$ 252.00 (\$1,260.00 for 5 Hours)
		Hourly rate, Live hours After 5 Hours \$ 252.00 (per Hour)
	3-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum \$ 1,105.00 (\$2,210.00 for 2 Hours)
		Hourly rate, Live hours After 2 Hours \$ 252.00 (per Hour)
	3-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum \$ 1,105.00 (\$2,210.00 for 2 Hours)

		Hourly rate, Live hours After 2 Hours
		\$ 252.00 (per Hour)
Item # 4		
Mountain Trips- Flat Rates One-Way		
46-50 Passenger Bus		Lower \$ 1,900.00
		Middle \$ 1,975.00
		Upper \$ 2,110.00
		Idyllwild \$ 2,300.00
51+ Passenger Bus		Lower \$ 2,105.00
		Middle \$ 2,095.00
		Upper \$ 2,235.00
		Idyllwild \$ 2,440.00
43 Passenger Wheelchair Accessable Bus		Lower \$ 2,105.00
		Middle \$ 2,095.00
		Upper \$ 2,235.00
		Idyllwild \$ 2,440.00
Item #5		
Out of State Trips		Daily Flat Rate \$3,500 (Maximum 14 hours per Day)
Item # 6		
California Multi Day Trips		Daily Flat Rate \$ 3,025.00 (Maximum 12 Hours)
		Hourly Rate, per hour \$ 252.00 (Plus driver exchange fees if required)
Section B.		SCHOOL BUSSES
Item # 1		
46-50 Passenger Bus	1- A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		\$ 162.00 (\$810.00 for 5 Hours)
		Hourly rate, Live hours After 5 Hours
		\$ 162.00 (Per Hour)
	1-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		\$ 610.00 (\$ 1,220.00 for Two Hours)
		Hourly rate, Live hours After 2 Hours
		\$ 162.00 (Per Hour)
	1-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		\$ 610.00 (\$ 1,220.00 for Two Hours)
		Hourly rate, Live hours After 2 Hours
		\$ 162.00 (Per Hour)
Item #2		
51 or More Passenger Bus	2-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		\$ 167.00 (\$835.00 for 5 Hours)
		Hourly rate, Live hours After 5 Hours
		\$ 167.00 (Per Hour)
	2-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		\$ 630.00 (\$ 1,260.00 for Two Hours)

		Hourly rate, Live hours After 2 Hours
		\$ 167.00 (Per Hour)
	2-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		\$ 630.00 (\$ 1,260.00 for Two Hours)
		Hourly rate, Live hours After 2 Hours
		\$ 167.00 (Per Hour)
Item #3		
43 Passenger Wheelchair Accessable Bus	3-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		\$ 190.00 (\$ 950.00 for Five Hours)
		Hourly rate, Live hours After 5 Hours
		\$ 190.00 (Per Hour)
	3-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		\$ 715.00 (\$ 1,430.00 for Two hours)
		Hourly rate, Live hours After 2 Hours
		\$ 190.00 (Per Hour)
	3-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		\$ 715.00 (\$ 1,430.00 for Two hours)
		Hourly rate, Live hours After 2 Hours
		\$ 190.00 (Per Hour)
Item # 4		
Mountain Trips- Flat Rates One-Way		
46-50 Passenger Bus		Lower \$ 1,395.00
		Middle \$ 1,500.00
		Upper \$ 1,640.00
		Idyllwild \$ 1,765.00
51+ Passenger Bus		Lower \$ 1,395.00
		Middle \$ 1,500.00
		Upper \$ 1,640.00
		Idyllwild \$ 1,765.00
43 Passenger Wheelchair Accessable Bus		Lower \$ 1,510.00
		Middle \$ 1,640.00
		Upper \$ 1,775.00
		Idyllwild \$ 1,920.00
Item #5		
Out of State Trips		Daily Flat Rate \$2,340.00 (Maximum 14 hours per Day)
Item # 6		
California Multi Day Trips		Daily Flat Rate \$ 2,005.00 (Maximum 12 Hours)
		Hourly Rate, per hour \$ 167.00 (Plus driver exchange fees if required)
Should Diesel Fuel Prices in California exceed \$6.00 per gallon at the time of order, per the Energy Information Administration (https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_SCA_DPG&f=W), a fuel charge will be added		
Cost does not include performance bond, which if required, will be charged to the district at cost plus 15%		
Charges do not include road tolls, parking fees, entry fees, driver lodging on multi day trips, driver gratuity, or similar charges		

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 102-24

BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport Mesa Unified School Dist. Board of Education, is an annual contract to provide services to the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
3. It is understood that the District reserves the right to reject this bid as specified in the Instructions For Bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

Date: September 13, 2023

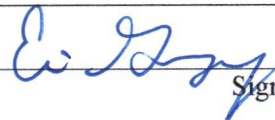
Certified Transportation Services, inc

Proper Name of Bidder

Eric Gregory

By

By:



Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

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

The undersigned declares:

I am the Operations Manager of Certified Transportation Services, inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 13, 2023 [date], at Riverside [city], California [state].



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1 Athletic and Field Trip Busing

BID No. 102-24

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

August 21, 2023

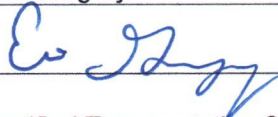
The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: RFI due date to August 30, 2023 at 4:00PM PST***
- ***Change: Bid due date to September 7, 2023 at 2:30PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Eric Gregory

Signature: 

Firm Name: Certified Transportation Services, inc

Address: 1038 N. Custer St.

Santa Ana, CA 92701-3915

Telephone #: (714)835-8676

(END OF ADDENDUM NO.1)



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 2 Athletic and Field Trip Busing

BID No. 102-24

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

September 1, 2023

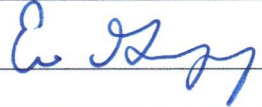
The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: Bid due date to September 14, 2023 at 2:30PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Eric Gregory

Signature: 

Firm Name: Certified Transportation Services, inc

Address: 1038 N. Custer St.

Santa Ana, CA 92701-3915

Telephone #: (714)835-8676

(END OF ADDENDUM NO.2)

Certified Transportation Services, Inc.

September 14, 2023

Newport Mesa Unified School District
Bus Transportation Services
For Field Trips and Athletic Trips
Bid No. 102-24
Attn: Purchasing Department
2985 Bear St
Costa Mesa, CA 92626

RE: Bid No 102-24

Dear Evaluating Committee Members:

Certified Transportation Services, Inc. is pleased to submit the following response to Bid No 102-24, Bus Transportation Services for Field Trips and Athletic Trips. Certified Transportation has been providing passenger transportation to Newport Mesa Unified School District since 1991 on an as needed basis and we look forward to continuing providing the service to your district.

Please note that Certified Transportation cannot meet the age requirements set forth in the bid documents. Due to CARB and SCAQMD regulations and limited supply we are not able to acquire buses to meet the age requirements set forth.

Rates quoted do not include performance bond costs, should the district require the performance bond, the charge will be separate and in addition to costs listed and will be charged to the district at cost plus 15%.

Should fuel exceed \$6.00 per gallon at the time of order, as listed on the Energy Information Administration website, a fuel surcharge will be added to the charges.

Please note that Certified Transportation has not and cannot equip our SPAB Motor coaches with a Child Safety Alert System as such we will require the district to meet the SPAB exemption requirements of California Vehicle Code Section 28160.

To assist you we have listed the exemption contained in California Vehicle Code Section 28160 (2) below:

(2) A school pupil activity bus is not required to be equipped with an operational child safety alert system if all of 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

1038 North Custer Street • Santa Ana, CA 92701-3915
(714) 835-8676 • (800) 244-2877 • Fax (714) 835-8675 • TCP 8376A • USDOT 628202

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.

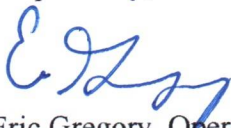
(F) After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.

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

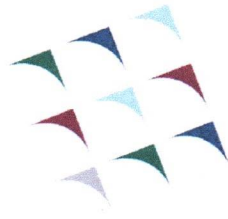
(H) The information required to be recorded pursuant to subparagraphs (D), (E), and (G) may be recorded on a single form. These forms shall be retained by the school district, county office of education, charter school, or private school for a minimum of two years.

Thank-you for taking the time to review our proposal, should you require additional information please contact our offices at (714)835-8676 or via email to ctsbus@sbcglobal.net.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Eric Gregory', is written over a horizontal line.

Eric Gregory, Operations Manager



Newport-Mesa
Unified School District

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 102-24

**BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS**

DATE ISSUED:	August 18, 2023
DATE DUE:	August 31, 2023, BY 2:30 P.M.
BUYER:	JONATHAN GEISZLER

NEWPORT MESA UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

BID NO. 102-24

BUS TRANSPORTATION SERVICES FOR FIELD TRIPS AND ATHLETIC TRIPS

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 2:30 p.m., on Thursday August 31, 2023, at the Education Center, 2985 Bear St., Bldg. A Costa Mesa, CA 92626, sealed bids for the award of contracts for BUS TRANSPORTATION SERVICES FOR FIELD TRIPS AND ATHLETIC TRIPS.

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained through the Districts PlanetBids web portal at :

<https://pbsystem.planetbids.com/portal/46422/portal-home>

or by calling the Purchasing Department at (714) 424-5000.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

Jonathan Geiszler
Director, Purchasing & Warehouse

NEWPORT MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 102-24

BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS

1. PREPARATION OF BID FORM: The Newport Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **THURSDAY, AUGUST 31, 2023, AT 2:30 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e., UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Education Center, located at 2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)
BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.
3. BID OPENING READING: All bids shall be publicly opened and read aloud at the time and date indicated above, at the **Education Center, located at 2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**
4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director, Purchasing and Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director, Purchasing and Warehouse, a written request for clarification or correction thereof via the District's PlanetBids Web Portal. A copy of all requests for clarification and the response thereto will be posted on the District's PlanetBids Web Portal with the bid documents. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid shall be asked through the District's PlanetBids Web Portal.
9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award multiple contracts from this offering to meet the immediate and on-going needs of the District to the lowest responsible responsive bidders. Please submit prices on each item. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items.
11. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder or may call for new bids.
12. INSURANCE: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar day prior written notice" being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$5,000,000 per occurrence and an annual general aggregate limit not less than \$10,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the State of California.

13. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

14. PERFORMANCE BOND: Upon award, the Contractor shall furnish to the District a Performance Bond executed by a surety acceptable to the District. The Bond shall be 50% of the annualized contract. Amount to be determined upon award.

15. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their services, in a whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

16. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

- A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily.

OR

- B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport Mesa Unified School District specifying such failure.

17. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in a carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an office, employee, or agent of the District.
18. ANTI-DISCRIMINATION: It is the policy of the Newport Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
19. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
20. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
21. PROTESTS AFTER AWARD: Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director, Purchasing and Warehouse.
22. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
23. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

24. EMPLOYEE BACKGROUND CHECKS At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
25. DRUG AND ALCOHOL-FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times
26. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of secondhand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
27. ADJUSTMENT OF RATES: Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply.
28. ELIGIBILITY OF BIDDERS: All bidders must have had at least three (3) years of experience operating bus services similar to those in this bid and maintain valid state and local licenses that are required by law for the execution of this contract. Certified evidence of the above eligibility conditions may be required.
29. FORCE MAJEURE: Neither party to this bid will be liable to the other for any failure or delay in performance under this bid due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
30. GOVERNING LAW: The bid shall be governed, construed, and enforced in accordance with the laws of the State of California.
31. JURISDICTION: The state courts within Orange County, California, and respective federal courts, shall have exclusive jurisdiction to adjudicate any dispute arising out of this bid. Each Party expressly consents to the personal jurisdiction of, and venue in, such courts.

32. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- **Bid Form**
- **Bid Form Worksheet**
- **Non-collusion Affidavit**

(Items in **BOLD** type must be returned with bid submission)

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

**BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS**

BID #102-24

This bid is for the furnishing of transportation services for field trip and athletic trip buses for a period not to exceed five (5) years according to the conditions and specifications set forth in this document by the Newport Mesa Unified School District.

GENERAL CONDITIONS AND SPECIFICATIONS

1. SPAB Contractors fleet must consist of no less than (5) five, (55) fifty-five passenger coaches
2. SPAB Contractors fleet must consist of at least (1) one, wheelchair capable coach with minimum seating capacity of (43) forty-three, ambulatory passengers and (1) one wheelchair passenger.
3. School Bus Contractors services will be provided using a mixed fleet consisting of:
 - a. Transit buses (78 passenger +),
 - b. Ambulatory vans (minimum 18 passenger), and
 - c. Wheelchair vans (minimum 3 wheelchair and 2 ambulatory passengers)
4. Bus Requirements: Buses supplied by Contractor shall be no older than listed below, unless specifically approved in writing by District; "clean air" alternative fuel equipment is preferred:
 - a. Vans – seven (7) model years
 - b. Conventional – twelve (12) model years
 - c. Transit style – fifteen (15) model years
5. Contractors bidding on this request are required to possess all required equipment requested, sub-contracting of this agreement will not be accepted unless under special circumstances which are pre-approved by the DISTRICT's Director of Transportation.
6. This contract requires the successful bidder GUARANTEE service to the DISTRICT in the performance of this contract.
7. All contractors' employees that may have contact with District students must be DOJ background checked pursuant to Education Code Sections 33192, 33915, and 45125.

8. Award of Bid: The DISTRICT desires that bidder provide pricing on applicable bid categories. This bid will be awarded to multiple vendors who are capable of providing all services requested without sub-contracting work.
9. Bids will be evaluated using a scenario of typical transportation needs of the DISTRICT, the scenario information will be provided to the bidders at the time of the bid opening.
10. No contract awarded under this proposal shall be assigned except with the written approval of the Newport Mesa Board of Education.
11. The DISTRICT reserves the right to reject any and all bids, or any and all items or any bid, and to waive any informality in any bid.
12. No bid may be withdrawn for a period of sixty (60) days from the date of the opening of bids.
13. The contract between the parties shall be construed according to the laws of the State of California and the CONTRACTOR hereby submits to the jurisdiction of the courts of said State in the event of dispute pertaining to the terms of this contract and performance thereof.
14. The initial contract shall be effective for a period of twelve (12) months and may be extended to the maximum term as provided by law.
15. CONTRACTOR agrees to furnish more or less services at the bid prices quoted in accordance with actual requirements throughout the contract period.
16. There are two (2) levels of cancellation charges pertaining to this bid. The first level of charges occurs prior to the arrival of the bus at the site or less than 24 hours. That rate shall be less than \$100.00. If the bus arrives at the site and the DISTRICT cancels the trip, the cancellation charge will be the Base rate at the number of hours stated on the minimum Base rate and hours. If the cancellation occurs prior to 24 hours before the trip, there will be no cancellation charge.
17. All Recliner buses on any trip must MUST have working A/C, ALL School and Recliner buses providing services outside of Orange County MUST have working A/C.
18. Internal and external facing cameras are highly desirable.
19. All drivers must be appropriately licensed and certified to operate assigned equipment.