

INSTRUCTIONS TO BIDDERS

Tamalpais Union High School District ("District") is seeking bids for transportation of special education students.

During the school year, the District anticipates that approximately 40 special education students will require transportation daily to and from the student's residence pursuant to the student's Individual Education Plan (IEP). The District also anticipates that fewer students will need transportation during summer school. Bid prices are to be submitted on a base rate per vehicle per trip, including up to 10 miles per trip to/from school, with a per mile rate to be proposed by a bidder for any miles in excess of the base rate pricing.

Services are to commence approximately August 1, 2021.

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The District will evaluate information submitted by the bidders and, if incomplete or unsatisfactory to the District, Bidder's bid may be rejected at the sole discretion of the District.

1. Bids are requested for the following contract ("Contract"):

Student Transportation Services Bid
Bid No. 70

2. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
3. Bidders must submit bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. However, Bidders may submit bids for all or a portion of the Contract by service, equipment, or number of students. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form or other security
 - b. Bidder Information Form
 - c. Bidder's Statement Regarding Insurance Coverage
5. Bidders must submit with the Bid Form and Proposal either cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

7. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
8. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
9. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
10. Submission of a Bid signifies careful examination of Bid Documents and complete understanding of the nature, extent, and location of services to be performed. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required services, investigation, research, and analysis. Bid prices must include entire cost of all services "incidental" to completion of the Contract.
11. All questions about the meaning or intent of the Bid Documents, including but not limited to the Agreement, are to be directed in writing to the District's Business Office. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
12. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
13. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.
14. All bids must be sealed, and marked with name and address of the Bidder and the Bid number and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Contract (Student Transportation Services Bid No. 70).

- b. Bids must be submitted to the Tamalpais Union High School District, Business Office, 95 Doherty Drive, Larkspur, CA 94939, by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
15. Bids will be opened at or after the time indicated for receipt of bids.
16. **Pursuant to Education Code section 39802, the District has no obligation to accept the bid with the lowest cost offered.** The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder, unless the District, at its sole discretion, determines that the public interest will be best served by accepting a bid other than the bid with the lowest cost. The District also reserves the right, at its sole discretion, to award different portions of the Contract to multiple, different bidders.
17. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles the District to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
 - b. Insurance Certificates and Endorsements as required.
 - c. Workers' Compensation Certification.
 - d. Criminal Background Investigation/Fingerprinting Certification.
18. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such

parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
19. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if the District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. District also reserves the right to waive inconsequential deviations. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some items and/or enhanced prices for other items.
 20. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
 21. Prior to the award of Contract, the District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders and other persons and organizations to perform and furnish the services in accordance with the contract documents to the District's satisfaction within the prescribed time.

END OF DOCUMENT