OCEANSIDE
UNIFIED • SCHOOL • DISTRICT

BID NO. 2022-01-069B

Special Education Student Charter Bus

Transportation Services

Bid Responses Due at 02:00:00 PM on April 12, 2022

The initial term of this agreement shall be one year, from July 01, 2022, through June 30, 2023, with four additional one-year terms at the District's discretion.

Table of Contents

Notice to Bidders 3

Information for Bidders……...4

Contract Specifications……8

Bid Submittal Forms*……..……...17

Bid Form Signature Page*…….……17

Bid Form Pricing Pages*……18

Bid Form Amenities*…….……21

Bid Form Equipment List*…… ....……22

Bid Form Driver List*…… ...……23

Criminal Records Check Certification*…….……24

Tobacco-free School Certification* 25

Workers Compensation Certification*…… .....……26

Non-Collusion Affidavit*…….……27

Agreement Document……28

Renewal Clause.....30

Insurance Requirement Checklist (See insurance requirements in 'Contract Specifications' section of these bid documents) ……...…….……31

All forms marked with an asterisk (*) shown above must be completed and returned by interested bidders prior to the **bid deadline which is not later than 02:00:00 p.m. on April 12, 2022.**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, or otherwise has any questions or concerns, the bidder is instructed to email Michelle Terrell, Buyer, at michelle.terrell@oside.us to request an interpretation or correction thereof no later than 10:00:00 a.m. on April 6, 2022. Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. Addenda(s) will be available online at Fiscal Services/Bids no later than 72 hours before bid closing.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the OCEANSIDE UNIFIED SCHOOL DISTRICT ("District"), acting by and through its Board of Education, hereinafter referred to as **the District will receive up to, but not later than 02:00:00 p.m. on April 12, 2022, sealed bids for the award of contracts for the following:**

SPECIAL EDUCATION STUDENT CHARTER BUS TRANSPORTATION SERVICES

Bid No. 2022-01-069B

Such bids shall be received at **Oceanside Unified School District Fiscal Services/Purchasing Department Office, Building A, 2111 Mission Avenue, Oceanside, CA, 92058** and shall be opened at the stated time and place. It is the sole responsibility of the bidder to ensure that the bid is received by the District prior to the bid opening deadline date and time. The District will not receive bids after the time set for opening thereof.

Each bid must conform and be responsive to the contract documents, copies of which are now on file, and may be obtained in the Fiscal Services Department at 2111 Mission Avenue, Bldg. A, Oceanside, California, 92058 **or online at the District website** at **Fiscal Services/Bids.**

The District intends to award contracts to responsive and responsible bidder(s) for the student transportation services described above ("Transportation Operators"). Because it is known that the lowest bidder may not be able meet all needs of the District on any given date/time, one or more qualified Transportation Operators will be awarded contracts and will be given the opportunity to provide trips in the order of their ranking based on the results of the bids received. The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

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

Publication: The Daily Journal

Publication Dates: March 7, 2022 and March 14, 2022

INFORMATION FOR BIDDERS

1. <u>SUBMITTAL OF BIDS</u>: In order to receive consideration, bids shall be made in accordance with the following instructions:

A. Bids shall be made upon the form provided herein and properly executed. Bids shall be written in ink or by typewriter before submission. Bids shall be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Indicate "no bid" in areas that you do not intend to provide services.

B. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that all requested cost information is accurately reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

C. No bid shall include California sales or use tax, or Federal excise tax.

D. Bids shall be delivered to Oceanside Unified School District Fiscal Services/Purchasing Department Office, Building A, 2111 Mission Avenue, Oceanside, CA 92058, not later than 02:00:00 p.m. on April 12, 2022. Bids shall be enclosed in a sealed envelope bearing the description of the bid number (2022-01-069B) and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

E. Schedule of Events:

Description of Event	Dates
Provide Public Notice of Bid	**March 7, 2022** **March 14, 2022**
Requests for Clarifications to the Bid Documents Due	**April 6, 2022**
Responses to Requests for Clarifications Sent	**April 8, 2022**
Bids Due	**April 12, 2022**
District Sends Out Notice of Intent to Award	**April 22, 2022**
District Awards Project on **May 10, 2022** Board Meeting	**May 10, 2022**

2. <u>ADDENDA OR BULLETINS</u>: Any addenda or bulletins issued by the District during the time of bidding, or forming a part of the documents issued to the bidder for the preparation of the bid, shall be covered in the bid and shall be made a part of the Contract.

3. <u>WITHDRAWAL OF BIDS</u>: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.

4. OPENING OF BIDS: Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.

5. AWARD CRITERIA OR REJECTION OF BIDS: The District intends to award contracts to responsive and responsible bidder(s) for the student transportation services described herein ("Transportation Operators"). Because it is known that the lowest bidder may not be able meet all needs of the District on any given date/time, one or more qualified Transportation Operators will be awarded contracts and will be given the opportunity to provide available trips

The lowest bidder will be based on only the 'Per Trip 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.

Upon contract award, the District will offer available trips to the lowest responsive and responsible bidder and, as the need arises, progress to the next low bidder, third lowest bidder etc., until all of the qualified Transportation Operators are booked including the high bidder.

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

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

The Board of Education of the Oceanside Unified School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

6. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.

7. AGREEMENT: The form of agreement, which the successful bidder(s), as Transportation Operator(s), will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: Notice to Bidders, the Information for Bidders, the Accepted Bid, the Contract Specifications, all required forms and certifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above named documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all transportation and services necessary for proper transportation of all trips called for in the Contract.

8. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, or otherwise has questions or concerns, the bidder is instructed to contact Michelle Terrell, Buyer, Oceanside Unified School District to request an interpretation or correction thereof no later than 10:00:00 a.m. on April 6, 2022. The District requires such request be in writing to michelle.terrell@oside.us, in which case the person submitting the request will be responsible for its prompt delivery. Any addenda or bulletins issued by the District during

the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. Addenda(s) will be available online at **Fiscal Services/Bids** no later than 72 hours before bid closing. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals/figures.

9. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.

10. ASSIGNMENT OF CONTRACT: No assignment by the Transportation Operator of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Transportation Operator, will be recognized by the District unless such assignment has had the prior approval of the District.

11. DEMONSTRATIONS: If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the District's facility. ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at the District's facility.

12. EQUAL BIDS: When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers. This bid is however intended to award multiple bidders as provided herein.

13. TOBACCO FREE SCHOOLS: State law prohibits tobacco or use of tobacco on any District property.

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

15. INSURANCE: Prior to commencement of the work, the successful bidder shall purchase and maintain insurance as set forth herein, in the amounts specified in these Contract Documents, and in a form acceptable to the District, from a company or companies lawfully authorized to do business in California as admitted carriers having an "A" policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best's Key Rating Guide, Property-Casualty.

16. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or

marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code 12900, and Labor Code 1735.

17. <u>FILING OF BID PROTESTS</u>: Bidders may file a "protest" of a Bid with the District's Fiscal Services Director. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days (Monday through Friday), of Notification of Intent to Award recommendation.

2. Clearly identify the specific irregularity or accusation.

3. Clearly identify the specific District staff determination or recommendation being protested.

4. Specify, in detail, the grounds of the protest and the facts supporting the protest.

5. Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is valid, the District's Fiscal Services Director, or other designated District staff member, shall review the basis of the protest and all relevant information. The Fiscal Services Director will provide a written decision to the protestor. The protestor may then appeal the decision of the Fiscal Services Director to the Board. The Board's decision shall be final.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. By submitting a bid, each bidder agrees that 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.

CONTRACT SPECIFICATIONS

1. Scope: The District's intent is to contract for student transportation services to augment the services the District is able to provide with its own forces.

2. Charter Bus Services: Although the District maintains a bus fleet for home-to-school transportation, the needs for extracurricular student transportation far exceed what the District's fleet can provide, both in number and type of vehicles needed. Therefore, the District desires to contract with one or more Transportation Operators for student charter bus services to be provided by privately owned carriers for student travel as needed. Successful Transportation Operators will be required to supply School Bus and Charter Bus equipment and drivers that meet all State and District requirements.

3. Initial Term: The initial agreement shall be for a period of one (1) year beginning from the date of contract commencement after award.

4. Contract Extension: Oceanside Unified School 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 re-bid without other categories being affected.

5. 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. Transportation Operators are encouraged to include any discounts into their bid price(s) at the time of bid. Premium rates that are additional to bid prices for weekend, time of the year or special event charter will not be considered.

Per Trip Rate prices provided by bidders on bid form in bid submission must include ALL costs and be the only cost due the Transportation Operator by the District for each trip ordered. No additional charges will be allowed over and above the Per Trip Rate provided. Trip duration will include start from and return to the appropriate School Site or District-designated location only.

Transportation Operators 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 Transportation Operator's bid pricing in any combination of buses and Transportation Operators that will result in the lowest cost for each specific trip.

The District will pay $90 per hour for any trip that exceeds the contracted trip duration unless the delay is caused by the Transportation Operator, Transportation Operator's employees or equipment. The District will determine the cause of the delay and whether the additional hourly expense is to be paid to the Transportation Operator. Hourly charges for overages will be billed and paid at actual quarter hour increments determined by prorating the flat rate above.

6. <u>Extension Rates</u>: 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 Transportation Operator(s) must notify the District in writing of their desired price changes for the upcoming extension period no less than sixty (60) calendar days prior to the end of the current contract term.** The District reserves the right to reject said price changes and not renew contract, if it is felt to be in the best interest of the District to do so. If a requested price increase is not accepted, District may award the line item(s) originally awarded to a Transportation Operator 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.

7. <u>Transportation Operator Requirements</u>: 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 subcontractors) 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, shall be certified in accordance with the applicable laws of the State of California as a School Pupil Activity Bus (SPAB) and that all drivers of such vehicles will likewise have a valid SPAB license whether or not passengers are students or adults on school or District related activities utilizing either public or private funds.

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

Any advertising logos both inside and outside of any bus must be age appropriate. No inappropriate or drug related advertising is permitted on buses transporting students.

8. <u>School Pupil Activity Bus and Driver Regulations (SPAB):</u> 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 ensure 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 April 1, 1977, and meet all C.A.R.B. (California Air Resources Board) compliance.

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).

- 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, Attn: Karen Ballard-Sohayda located at 2070 Mission Avenue, Oceanside, CA 92058 ***quarterly***.
- During the contract duration, if awarded, the Transportation Operator shall notify the District in writing within ten (10) days of any additions or deletions of equipment and drivers.

9. Pass Through Fees: Charter Service - Parking fees, entrance fees, tolls, hotel fees, aides (as determined necessary by District Transportation Department staff), and any additional time added to the pre-trip itinerary if approved or ordered by the trip chaperon (prior to the date of event), shall be expenses of the District and will be payable to the Transportation Operator.

If the Charter Service Transportation Operator 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 Transportation, prior to the date of the event.

Driver's meals shall be the responsibility of the Transportation Operator.

10. Authorized Order Process: Transportation Operator will deliver a requested quote for service a minimum of twenty-four (24) hours from the time request is sent by the District so that District school sites know whether Transportation Operator can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National holidays.

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

11. Suspension by District: The District's Director of Transportation reserves the right to suspend a Transportation Operator for excessive equipment failure and/or breakdowns, excessive trip refusals, and if any certifications are expired or non-existent.

12. Inspection of Transportation Operator'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.

13. Hold Harmless: Transportation Operator 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 Transportation Operator or any person, firm or corporation employed by the Transportation Operator, 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, or damage to property, 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 Transportation Operator, or any person, firm or corporation employed by the Transportation Operator, 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 un-copyrighted matter or patented or unpatented invention under this Agreement.

14. Liability Insurance: Transportation Operator 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 Transportation Operator 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. **Transportation Operator 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.**

Transportation Operator 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, Transportation Operator 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."

Transportation Operator 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 non-restrictive for interstate travel.

If awarded a contract, Transportation Operator(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.

15. Worker's Compensation Insurance: Transportation Operator agrees to procure and maintain in full force and affect Worker's 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.

16. Invoice/Billing/Trip Document: Invoice(s) will be honored only through the following procedures and are to be submitted no later than the 10th working day following the previous calendar month of service. If billing is late, for whatever reason, a two percent (2%) penalty of full billing charge will be assessed to the Transportation Operator, 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 Transportation Operator's standard trip document along with safety instructions and verification of time of arrival and time returned to school is to be filled out upon completion of the trip by the driver and signed by the trip chaperon. The driver of the trip must sign a trip document certifying that they have given the safety instruction to the group, prior to departure of the trip. This copy is to be sent to the Transportation Department, Oceanside Unified School District, 2111 Mission Avenue, Oceanside, California 92058 per trip. This information may be included on the billing invoice or sent separately within 48 hours of the date of the trip. There will be no exceptions to this procedure; non-compliance may cause delay in payment of invoice.

17. Inspection Reports: Prior to the starting date of the contract, the Transportation Operator must furnish the District proof in the form of school bus inspection reports or SPAB reports that all 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.

Transportation Operator 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. Transportation Operator must furnish proof of this rating with submission of bid documents.

Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers Operating under the jurisdiction of the Public Utilities Commission as provided for in Education Code Section 39830.

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

18. Accident Procedures: In case of accident, it shall be the responsibility of the Transportation Operator to first notify the California Highway Patrol and second, notify the District's Transportation Department at 760-966-7886.

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

19. Submission of Documents by Successful Bidder: The Transportation Operator shall have ten (10) business days from the notification by the District of its award, to submit additional data required in the bid documents (i.e. all forms and certifications required herein, including, but not limited to, 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.

20. 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 Transportation Operator shall proceed diligently with the performance of the contract and in accordance with the decision of the Superintendent or designee.

21. Fingerprinting Requirements: The District has determined under Education Code section 45125.1 Subdivision (C) that in performing services pursuant to this Agreement, Transportation Operator's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (A) Transportation Operator 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.

Transportation Operator 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.

Transportation Operator shall certify in writing to the Board of Education of the District, to the Attention of Michelle Terrell, Buyer, Oceanside Unified School District, 2111 Mission Avenue, Oceanside, CA 92058, 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. Transportation Operator will provide a listing of employees who may come in contact with pupils.

Transportation Operator 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 Transportation Operator's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Transportation Operator 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. Transportation Operator 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.

22. Transportation Operator Refusal to Provide Service: Any Transportation Operator awarded a contract in accordance with the terms and conditions herein that refuses more than fifteen percent (15%) of the jobs offered in any given month, may be considered to be out of compliance with the contract and may be put on notice and if not rectified immediately may subsequently be relieved of their contract with the District.

23. Multiple Bus Travel: The District requires all buses travel together whether they are the same or different carriers if trips consist of more than one bus unless directed otherwise by the trip chaperon.

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

25. Bus Driver Responsibilities: The trip chaperon and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver has the final authority and ultimate responsibility.

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

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

A bus or coach shall not be put into motion until all passengers are seated (CCR 1217E). All passengers must remain seated while the bus is in motion. Only the trip chaperon may stand or walk while the bus is in motion to supervise students. The trip chaperon 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 cancelled 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 Transportation Department of the delay as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

In accordance with Education Code 39831.5(a)(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.

26. Charter Bus Service Cancellations: It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. A charge of fifty percent (50%) of the contracted trip price will apply if a trip is cancelled 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 cancelled within forty-eight (48) hours prior to the scheduled trip departure. No charge will be billed to either party if a trip is cancelled more than forty-eight (48) hours prior to the scheduled trip departure. Repeated cancellations by the Transportation Operator 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.

27. Charter Bus Service Breakdowns or Mechanical Failures: A discount on charges will be reflected on invoice if a breakdown occurs in route or if Transportation Operator does not arrive within 30 minutes of scheduled departure time or arrival. Transportation Operator will deduct the total cost of any other Transportation Operator'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.

28. Charter Bus Service Time to Respond for Quotes for Service to Schools: Transportation Operator 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 Transportation Operator can provide service and the exact cost and times of pickup and delivery on business workdays, Monday-Friday, except National holidays.

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

30. Severability: If any provisions of the resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

31. Binding Effect: The resulting agreement shall inure to the benefit of and shall be binding upon the Transportation Operator and District and their respective successors and assigns.

32. Prevailing Law: In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.

33. Governing Law and Venue: In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal courted located in the County of San Diego.

34. <u>Permits and Licenses</u>: Transportation Operators 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 materials, articles, equipment, or services herein listed. All operations and materials shall be in accordance with law.

35. <u>Independent Contractor</u>: While engaged in carrying out and complying with terms and conditions of the agreement, the bidder agrees by his/her signature on the Bid Form and resulting Agreement that he/she is an independent contractor and not an officer, employee, or agent of the District.

36. <u>Default by Transportation Operator</u>: The District shall hold the Transportation Operator responsible for any damages that may be sustained because of failure or neglect of the Transportation Operator to comply with any terms or conditions herein.

BID FORM

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

_____
Legal Name Company or Corporation Corporate Seal:

_____
Signature of Company's Authorized Agent

_____
Type or Print Agent's Name

_____
Title

_____
Address

_____
Telephone

_____
Date

_____
E-Mail Address

_____
Company Website

References:

List the name, address, phone, and email of a minimum of three (3) school districts to which the bidder currently provides similar services. Use an additional sheet of paper if necessary.

Reference #1:

_____

Reference #2:

_____

Reference #3:

_____

BID FORM (CONTINUED)

PER TRIP RATES

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

- Flat Trip Rate price to include ALL costs for each trip including start from and return to School Site. **No additional charges will be allowed over and above the Per Trip Rate provided.**
- District to pay $90 per additional hour, billable in quarter hour increments, should trip exceed contracted duration.
- Award will be made to responsive bidders in the order beginning with lowest cost per trip BY LINE ITEM and proceeding upward (greater cost).
- Transportation Operators may only provide bids on line items that include the passenger number range that matches the maximum passenger capacity of their company's buses.
- Trips will be scheduled using awarded Transportation Operator's bid pricing in any combination of buses and Transportation Operators that will result in the lowest cost for each specific trip.

Item No.	52-84 Maximum Passenger SCHOOL BUS SERVICE	Per Trip Rate Per Bus
1	Flat Rate for up to 2 Hours (San Diego County)	$
2	Flat Rate for 2-6 Hours (San Diego County)	$
3	Flat Rate for 6-12 Hours (San Diego County)	$
4	Flat Rate for 6-12 Hours (Orange and Riverside County)	$
5	Flat Rate for 6-12 Hours (LA County)	$
6	Flat Rate for 6-12 Hours (Ventura County)	$
7	Flat Rate for 12-16 Hours (San Diego County)	$
8	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	$
9	Flat Rate for 12-16 Hours (LA County)	$
10	Flat Rate for 12-16 Hour (Ventura County)	$

Item No.	24-42 Maximum Passenger Trips COACH BUS SERVICE	Per Trip Rate Per Bus
11	Flat Rate for up to 2 Hours (San Diego County)	$
12	Flat Rate for 2-6 Hours (San Diego County)	$
13	Flat Rate for 6-12 Hours (San Diego County)	$
14	Flat Rate for 6-12 Hours (Orange and Riverside County)	$
15	Flat Rate for 6-12 Hours (LA County)	$
16	Flat Rate for 6-12 Hours (Ventura County)	$
17	Flat Rate for 12-16 Hours (San Diego County)	$
18	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	$
19	Flat Rate for 12-16 Hours (LA County)	$
20	Flat Rate for 12-16 Hours (Ventura County)	$

Item No.	43+ Passenger COACH BUS SERVICE	Per Trip Rate Per Bus
21	Flat Rate for up to 2 Hours (San Diego County)	$
22	Flat Rate for 2-6 Hours (San Diego County)	$
23	Flat Rate for 6-12 Hours (San Diego County)	$
24	Flat Rate for 6-12 Hours (Orange and Riverside County)	$
25	Flat Rate for 6-12 Hours (LA County)	$
26	Flat Rate for 6-12 Hours (Ventura County)	$
27	Flat Rate for 12-16 Hours (San Diego County)	$
28	Flat Rate for 12-16 Hours (Orange and Riverside Counties)	$
29	Flat Rate for 12-16 Hours (LA County)	$
30	Flat Rate for 12-16 Hours (Ventura County)	$

31	Supplemental Bus interior cleaning charge(if applicable)	$

Submitted by:

_____

Legal Name of Company or Corporation

_____

Signature of Company's Authorized Agent

_____

Type or Print Agent's Name

_____

Title

BID FORM (CONTINUED)

AMENITIES

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

School Bus Capacity **(Maximum Number of Passengers)**	**High Back Seats** **(Yes or No)**	**Restroom(s) (Yes or No and indicate # of restrooms, as well)**	**Underneath Storage Bays** **(Yes or No)**	**DVD or other Video Player** **(Describe type of playback system)**
52-84				
Coach Bus Service Capacity **(Maximum Number of Passengers)**	**High Back Seats** **(Yes or No)**	**Restroom(s) (Yes or No and indicate # of restrooms, as well)**	**Underneath Storage Bays** **(Yes or No)**	**DVD or other Video Player** **(Describe type of playback system)**
24-42				
43+				

Submitted by:

_____

Legal Name Company or Corporation

_____

Signature of Company's Authorized Agent

_____

Type or Print Agent's Name

_____

Title

BID FORM (CONTINUED)

EQUIPMENT LIST

Please indicate any specialized equipment (busses that accommodate handicapped riders, car seats as required for small children, etc.) that your company can provide.

Vehicle No.	Year *and* Make/Brand	Model	VIN	License No	Passenger Max. Capacity (Including Driver)	Last CHP Inspection Date

Submitted by:

_____

Legal Name Company or Corporation

_____

Signature of Company's Authorized Agent

_____

Type or Print Agent's Name

_____

Title

BID FORM (CONTINUED)

DRIVER LIST

Name	California DL Number	Date Hired	License Expiration Date	Commercial Medical Certificate Expiration

Submitted by:

_____

Legal name Company or Corporation

_____

Signature of Company's Authorized Agent

_____

Type or Print Agent's Name

_____

Title

CRIMINAL RECORDS CHECK CERTIFICATION

To the Board of Education of Oceanside Unified School District:

I, _____ (name of Transportation Operator's authorized representative) certify that:

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of transportation services to the school districts. Section 45125.1 requires that employees who will come into contact with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

2. Due to the nature of the work _____ will be performing for the District; company employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint and criminal records check through the Department of Justice.

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

Executed at _____, California on _____ (date).

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Company Name

_____
Address

_____
Telephone

_____
Email Address

TOBACCO-FREE SCHOOL CERTIFICATION

The Oceanside Unified School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws**,** requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Oceanside Unified School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This or her includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Oceanside Unified School District, a copy of which is stated above and is incorporated herein by reference; Transportation Operators, Transportation Operators and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

WORKERS' COMPENSATION CERTIFICATE

Labor Code § 3700 in relevant part provides:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors, if any, to do the same.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

In accordance with Labor Code § 1860, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

NON-COLLUSION DECLARATION

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms 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 correct; 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.

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

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

AGREEMENT

BID NO. 2022-01-069B Special Education Student Charter Bus Transportation Services

This Agreement is entered into by and between the Oceanside Unified School District, hereinafter referred to as "District," and _____, hereinafter referred to as "Transportation Operator."

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 be one year, from July 1, 2022-June 30, 2023, 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

Transportation Operator shall perform and render all services as prescribed and required by the Notice to Bidders, Information for 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. Transportation Operator is awarded a contract(s) for services as awarded and reflected in rates supplied in the bid form.

3. NON-FUNDING/APPROPRIATIONS

Notwithstanding any provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees 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 Transportation Operator. 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 the Notice to Bidders, Information for Bidders, Contract Specifications, Bid Form, and all documents forming a part of the bid package including any forms, certifications, addendums, 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. Transportation Operator, by

execution of this Agreement, acknowledges Transportation Operator 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.

TRANSPORTATION OPERATOR:	DISTRICT:
_____	Oceanside Unified School District
License No. _____	By _____
By _____	Associate Superintendent of Business Services
Its _____	

(Corporate Seal)

OCEANSIDE UNIFIED SCHOOL DISTRICT

RENEWAL CLAUSE

Bid 2022-01-069B

Special Education Student Charter Bus Transportation Services

If mutually agreeable, the Oceanside Unified School District reserves the right to consider the extension of this contract four times for a total of five years, one year at a time. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full calendar year thereafter. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by Transportation Provider and proved by a test of the market and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following period and at what percentage:

Dates:	Yes	No	Max. % Increase
07/01/23 – 06/30/24	_____	_____	_____
07/01/24 – 06/30/25	_____	_____	_____
07/01/25 – 06/30/26	_____	_____	_____
07/01/26 – 06/30/27	_____	_____	_____

By:_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

_____
Company Address / Phone

INSURANCE REQUIREMENT CHECKLIST

The following coverage and proof thereof must be provided prior to commencing any services.

☒ Commercial General Liability Insurance

Limits of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage and:

- ☒ Endorsement naming the District and its officers, agents and employees as additional insureds
- ☒ Endorsement stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory"

☒ Perils of molestation, sexual misconduct, or allegations of sexual abuse

Limits of One Million Dollars ($1,000,000) per occurrence

☒ Automobile liability covers "any auto" (and/or non-owned)

Limits of **Five** Million Dollars ($5,000,000) per occurrence combined single limit for bodily injury and property damage

☒ Worker's Compensation Insurance

261-5/4508723.1