

INSTRUCTIONS TO BIDDERS

Tracy Unified School District ("District") serves the City of Tracy, in addition to portions of unincorporated San Joaquin County. The District has a total enrollment of approximately 15,000, and consists of three (3) comprehensive high schools, two (2) middle schools, four (4) K-8 schools, seven (7) K-5 schools, one (1) K-12 dependent charter school, one (1) continuation high school, and one (1) community day school.

The District is seeking transportation services for its special education students who may have physical and/or mental disabilities. Services include providing vehicles, equipment, and drivers for the safe transportation of regular and special education students to and from school, between schools, and for other District activities. During the school year, the District anticipates that approximately 5 to 10 special education students will require transportation daily using approximately 5 routes. Bidders should expect to travel up to 75 miles one way per route. Routes will involve traveling outside the District's boundaries. The District also anticipates that fewer students will need transportation, and fewer passenger vehicle routes will be utilized during summer school.

The District reserves the right to change school hours, adjust starting and dismissal times, modify drop off and pick up locations, increase or decrease service and to make increases or decreases in the number of students and type of vehicles required.

Services are to commence approximately July 1, 2026.

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"):

**Special Education Student Transportation Services Bid
Bid No. 26-01**

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. 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. Bidder Information Form
 - b. Bidder's Statement Regarding Insurance Coverage
 - c. Non-Collusion Declaration

5. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
6. 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.
7. 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 investigation, research, and analysis. Bid prices must include entire cost of all services incidental to completion of the Contract.
8. 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 Administrative 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 or posted on the District's website (<https://www.tracy.k12.ca.us/departments/business-services>) Questions received less than **FOURTEEN (14)** 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.
9. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
10. 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.
11. 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 (Special Education Student Transportation Services Bid No. 26-01).
 - b. Bids must be submitted to the District's Administrative Office, 1875 W Lowell Ave., Tracy, CA 95376, by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
12. Bids will be opened at or after the time indicated for receipt of bids.
13. 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.

14. Pursuant to Education Code section 39879, enacted by Senate Bill 88 (2023) and operative on July 1, 2025, a bidder awarded the Contract shall attest in writing by completing a certification that, for the entire duration of the Contract, the bidder will remain in compliance with any applicable laws, and the bidder's drivers will meet the requisite qualification standards. No additional compensation shall be due for compliance with Senate Bill 88.
15. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **FOURTEENTH (14th)** 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. Tuberculosis Clearance Certification.
 - e. Criminal Background Investigation/Fingerprinting Certification.
 - f. Drug-Free Workplace Certification.
 - g. Driver Qualification Certification.
16. 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.
17. 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.
18. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
19. 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