VISTA UNIFIED SCHOOL DISTRICT
1234 ARCADIA AVENUE, VISTA, CA 92084
PURCHASING DEPARTMENT

DATE: May 20, 2026

SUBJECT: **BID #V2526022B**

RE: EXTRA CURRICULAR TRANSPORTATION SERVICES

BID OPENING: June 10, 2026, at 2:00 PM

Please bid your lowest prices for the items or services on the attached sheets. Before bidding, please read the Instructions, Special Provisions, Bid Sheets, and Special Terms and Conditions which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid must reach the Bid Administrator at the address, date and time listed in the Notice to Bidders.

Inquiries regarding this bid should be directed to **Mr. Kevin Lesko – Director of Purchasing** by email: kevinlesko@vistausd.org. Questions will be answered via Addendum and posted at**:** https://www.vistausd.org/departments/businessservices/fiscal-services/purchasing

NOTE: BIDS SUBMITTED BY FAX OR EMAIL ARE NOT ACCEPTABLE
*** THIS FORM IS TO BE SUBMITTED WITH YOUR BID ***

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

FIRM NAME: _____

SIGNED BY: _____

TITLE:_____DATE:_____

ADDRESS:_____

PHONE#:_____FAX #: _____

E-MAIL ADDRESS: _____

NOTICE TO BIDDERS

ADVERTISEMENT

NOTICE TO BIDDERS

Notice is hereby given that Vista Unified School District, State of California, hereby calls for sealed bids for Bid No. V2526022B, EXTRA CURRICULAR TRANSPORTATION SERVICES to be delivered to the Vista Unified School District Purchasing Department at 1234 Arcadia Avenue, Vista, CA 92084 until June 10, 2026, at 2:00 p.m. Bids received by the bid deadline shall be opened at the stated time and place. Bids will not be read. Faxed or emailed bids will not be accepted.

Bids shall be presented in accordance with the specifications for the same, Bid specifications will be available at the District's website at https://www.vistausd.org/departments/businessservices/fiscal-services/purchasing on May 20, 2026.

Inquiries regarding this bid should be directed to the Purchasing Director via email at kevinlesko@vistausd.org. Reference Bid No. V2526022B on all inquiries.

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: Daily Journal – 05/20/26; 05/27/26

VISTA UNIFIED SCHOOL DISTRICT
BID #V2526022B

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BID INSTRUCTIONS AND CONDITIONS

1. **BID FORMS**: Bids shall be made upon the form therefore obtained at the office of the Purchasing Department and properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to 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 interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. Oral, fax or email modifications will not be considered. 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 insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. **NAME OF COMPANY**: Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.

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

4. **PRICES**: All bid prices shall include separate quotations for each item or unit specified. Prices must be typewritten or in ink, and no tax shall be included in the prices quoted. Prior to bid opening, corrections may be inserted; however, changes must be initialed, in ink, by the person signing the bid or by his authorized representative.

5. **TAXES**: The District shall not be responsible for any taxes with the exception of sales or use taxes where applicable. Applicable taxes shall be added by the bidder to his invoice(s) and shall not be included in the bid.

6. **BIDDER SECURITY:** Bids shall be accompanied by a certified or cashier's check or bid bond in the amount of **$5,000.00** made payable to the order of the Vista Unified School District. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if given the award, and in the case of refusal or failure to enter into a contract within five (5) days after being requested to do so by the District, the check or bond, as the case may be, shall be forfeited to the Vista Unified School District. If the proposal is not accepted within sixty (60) days after the time set for the opening of bids, or if the successful bidder executes and delivers said contract within the specified time, the certified checks or bonds will be returned. **Bid will be rejected without Bid Bond.**

7. **ADDENDA OR BULLETINS**: 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 https://www.vistausd.org/departments/businessservices/fiscal-services/purchasing

8. **WITHDRAWAL OF BIDS**: Any bidder may withdraw their bid, either personally by a written request at any time prior to the schedules time for opening of bid, but not after.

9. **OPENING OF BIDS**: Bids will be opened at the time and place schedules in the NOTICE TO BIDDERS published in the Daily Journal newspaper. Bids shall be enclosed in a sealed envelope which bears the description of the bid number, the name of the bidder, and date and hour of opening. **It is the sole responsibility of the bidder to see that the bid is received in proper time.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

10. **AWARD OR REJECTION OF BIDS:** The District reserves the right to award the contract as a lot or on an individual basis to the lowest responsible bidder best meeting specifications and bid requirements, with past performance and other options as set forth in the bid documents taken into consideration. The District shall take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts. The Governing Board of the District, however, reserves the right to reject any one or all bids, to waive informalities in the bids or in the bidding, to judge the merit and qualifications of the material, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid meeting all the criteria specified in the bid.

11. **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.

12. **PROTESTS BY BIDDERS**: A bidder may protest a bid award if he/she believes that the award was inconsistent with District policy or the bid's specifications or was not in compliance with law. A protest must be filed in writing with the Assistant Superintendent of Business Services within five working days after receipt of notification of the bid opening. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract. Any bidder submitting a Bid Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

    a. The protest must be submitted in writing to the Assistant Superintendent of Business Services (e-mail is not acceptable), before 4 p.m. of the FIFTH business day following bid opening.

    b. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence

    c. The protest must refer to the specific portions of all documents which form the bases for the protest.

    d. The protest must include the name, address and telephone number of the person representing the protesting party.

    e. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the Assistant Superintendent of Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Assistant Superintendent of Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

The District's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Assistant Superintendent of Business Services or his/her designee. Action by the District's Board relative to a bid award shall be final and not subject to appeal or reconsideration by any officer of the District's Board. The rendition of a written statement by the Assistant Superintendent of Business Services (or his/her designee) and action by District's Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals.

f. The procedure and time limits set forth in this paragraph are mandatory and are the 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

13. **AGREEMENT**: The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The complete contract consists of the following documents: The Notice to Bidders, the Bid Instructions and Conditions, the Accepted Bid, the Specifications, and the Agreement, including all modifications. All of the above documents are intended to cooperate and 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 labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.

14. **INTERPRETATION OF DOCUMENTS**: Any person contemplating submitting a bid for the proposed contract, who 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, should email the Purchasing Department: kevinlesko@vistausd.org to request an interpretation or correction thereof. The district requires that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made **only by Addendum duly issued by said department** and a copy of such Addendum will be emailed or delivered to each person receiving a set of such documents. The district will not be responsible for any other explanation or interpretation of the proposed documents. **RFI deadline** is June 1, 2026 at 2:00 p.m. Responses will be given by June 5, 2026 by end of business day.

15. **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.

16. **EQUAL BIDS**: When bids are equal, they shall be awarded by a drawing of lots and shall be witnessed by three (3) impartial observers.

17. **LIQUIDATES DAMAGES**: The Vista Unified School District shall hold the successful bidder liable and responsible for all damages that may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material,

supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Vista Unified School District may purchase the items herein specified elsewhere, without notice to the successful bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

When, in the opinion of the Director of Transportation, the contractor, at any time during the period of this contract, fails to perform satisfactorily the work required under this contract, or otherwise fails to comply with the terms of this contract the District may:

a. Deduct applicable liquidated damages as specified in the contract for the service in fault and pay the remaining balance due to the contractor or

b. Withhold progress payments or end of the month payments or both, to the contractor.

Said payments may be withheld until the contractor satisfies the Director of Transportation that service was rendered and satisfactory to this contract.

Late service is defined as service provided that is more than fifteen (15) minutes but less than forty-five (45) minutes in excess of schedule. Drivers shall notify the District's dispatcher whenever it appears that they will be ten (10) minutes or more behind the scheduled time in arriving at their destination.

The District reserves the right to assess against the contractor as liquidated damages a sum for late service. This sum shall not exceed sixty percent (60%) of the full charge for assigned trip(s). It is computed at the rate of one percent (1%) per minute of full charge. If the contractor is late in excess of forty-five (45) minutes of departure schedule, the District may, without further notice, rescind the contract and secure the service elsewhere.

Contractor will be liable for the difference of the cost of such substitute transportation over the contract price and any other pecuniary damage that might reasonably be expected to result from contractor's non-performance.

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

In any event that contractor fails to furnish transportation when requested under the terms of this contract, contractor will be liable for any pecuniary loss suffered by the District as a result of contractor's non-performance which reasonably can be expected to flow from contractor's nonperformance including but not limited to the cost above the contract price of obtaining or furnishing substitute transportation. In the event substitute transportation is furnished by the District, the contractor agrees to be liable for the wages of the District employee(s) used in furnishing such substitute transportation and a reasonable rental value of the District vehicles used plus gas and oil if not included in the rental value and any other loss suffered by the District as a result of the contractor's non-performance.

18. **RESTRICTED BID**: Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified bidders for this contract.

19. **PUBLIC LIABILITY AND PROPERTY INSURANCE**: Successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder will be required to furnish certificated of insurance for liability and worker's compensation prior to start of work. If renewal occurs during the life of the contract, contractor must submit new certificate(s) prior to expiration of current policy.

    Insurance shall be procured from a company or companies lawfully authorized to do business in California. Insurance may not be canceled without giving the District at least thirty (30) day-notice. Lapse of insurance coverage or failure to furnish proof of such coverage as required by this contract is a material breach of this contract.

    Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owner): Not less than $5,000,000 combined single limit or $1,000,000 per person, $5,000,000 per accident.

    Property Damage Liability Insurance including auto (both owned and non-owned): Not less than $5,000,000 per loss.

    Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance with limits not less than $1,000,000 per occurrence, aggregate $3,000,000.

    Insurance certificate(s) must name Vista Unified School District as additional insured. Certificate(s) to be submitted by successful bidder prior to start of work.

20. **TERM OF AGREEMENT**: The term of this agreement will be for three (3) years starting July 1, 2026 through June 30, 2029.

21. **CONTRACT RENEWALS**: If mutually agreeable, the District reserves the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the contractor, in writing, thirty (30) days prior to the expiration of the contract.

22. **ORDERS**: Orders will be placed on an as-needed basis by the Director of Transportation or authorized designee.

23. **HOLD-HARMLESS CLAUSE**: Bidder shall indemnify and hold Vista Unified School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fee) or any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted invention, article or appliance furnished or used under this quotation.

24. **TOBACCO-FREE DISTRICT**: The Vista Unified School District has been designated as a tobacco free District. Tobacco use (smoked or smokeless) vaping, and e-cigarette use is prohibited at all times on all areas of District property and in contractor's vehicles.

25. **NON-COLLUSION DECLARATION**: Proposers are required to submit the Non-Collusion Bidder's Declaration Form with their bid.

26. **IRS REQUIREMENT**: As defined by California Assembly Bill 5, The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees, agent or officers of the bidder and not of the District. The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party. The bidder will complete IRS form W-9 providing taxpayer identification number and indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within thirty (30) days from the date of the contract start date.

27. **FINGERPRINTING REQUIREMENTS**: The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1. Contractor shall not permit any employee to perform services who may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1

    Contractor shall certify in writing to the Governing Board of the District to the attention of Kevin Lesko, Purchasing Manager, 1234 Arcadia Ave., Vista, CA 92084, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils.

    Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education section 45122.1.

CANCELLATION FOR INSUFFICIENT OR NON-APPROPIATED FUNDS: The bidder herby agrees and acknowledges that monies utilized by the district to purchase this service is public money appropriated by the State of California or acquired by the district from similar public sources ad is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit service due to non-availability or non-appropriation of sufficient funds.

FURNISHING EXTRA-CURRILAR TRANSPORTATION FOR GROUPS OF STUDENTS
BID #V2526022B

SPECIAL CONDITIONS

VEHICLES AND INSPECTION

The contractor shall comply with all applicable laws, regulations, rules, policies, and ruling of the state and federal environment quality agencies related to the use, maintenance, safe operation, condition, and suitability for transporting school district students of vehicles at all times. All vehicles being used under this bid are to be certified school or School Pupil Activity Bus (SPAB).

When requested by the District the contractor will furnish the District proof in the form of school bus inspection reports or SPAB reports that all school buses and coaches 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.

Contractor agrees to maintain a satisfactory rating with Motor Carrier of California Highway Patrol. Failure to submit this rating shall be justification for immediate exclusion from the contract and submission of such bid will be deemed as non-responsive. **Contractor 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 the Education Code section 39830.

ACCIDENT PROCEDURE

In case of accident, it shall be the responsibility of the contractor to first notify the California Highway Patrol and second, notify the Transportation Department at (760) 726-2170 ext. 92805 or ext. 92806 or notify the Transportation Director at (760) 805-1996.

It shall be the responsibility of the Transportation Department to notify the District's Business Services Office. Within twenty-four (24) hours after the accident, the contractor shall furnish a written report of the accident to the Transportation Department.

SCHOOL PUPIL ACTIVITY BUS AND DRIVER REGULATIONS (SPAB):

All drivers are to be fully certified school bus or SPAB operators with the necessary license and credentials. All drivers are required to be registered in the FMCSA Clearinghouse program. When the District requires this type of bus and driver, the District retains the right to inspect both driver and buses to insure these requirements are met before leaving the school.

Passenger restraint systems, emergency procedures and passenger safety must adhere to California Education Code 39831.5.

Drivers must drive in a careful, prudent manner, exercising the highest degree of care at all times and observing and complying all mandated rules of the road and traffic regulations. All contract bus drivers will present themselves in a professional manner with both students and staff. Drivers must

abstain from using tobacco products while students are present in the vehicle or on school grounds and shall not use cell phones in vehicles while transporting assigned students. Drivers are however, required to have a cell phone at all times to use only in case of an emergency. The District requests that no music be played or that the driver will only play "child appropriate" music, approved by the District during transportation of the students.

Awarded contractor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Contractor shall submit a list of all SPAB buses including year, model and capacity. During the contract duration, if awarded, the Contractor shall notify the District in writing within ten days of any additions or deletions of equipment and drivers.

All SPAB buses are to report twenty (20) minutes prior to departure for SPAB verification at the discretion of the District prior to transporting students unless otherwise notified by the Transportation Dispatcher. Time for services rendered will begin when bus arrives at the identified departure location. The inspection by the District may include but is not limited to:

Driver's license
Driver's SPAB or School Bus Certificate
Driver's Medical Card
Driver's Log Book
Bus SPAB or School Bus Certificate

If a driver should refuse to show their certificate, driver logbook, or bus certificate, the District will immediately deny students access to the bus and will furnish transportation. Contractor will be billed for the services. Violation of this section will be violation of the contract, and will result in an automatic recommendation to the District's Governing Board to discontinue service with the contractor.

SUBMISSION OF DOCUMENTS BY SUCCESSFUL BIDDER

Fifteen (15) working days from the notification by the district to the awarded supplier are allowed for the successful bidder to submit additional data required in the bid documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the district's bid requirements prior to the commencement of the contract on July 1, 2026. If the successful bidder does not comply with the requirements, consideration must be given to the next lowest bidder.

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 Purchasing Manager. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the supplier shall proceed diligently with the performance of the contract, and in accordance with the performance of the contract, and in accordance with the decision of the Purchasing Manager.

INVOICE/BILLING/TRIP SHEET

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 (2) percent penalty of full billing charge may be assessed to the supplier, 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. The awarded company/ies **will not** add any additional fuel charges to their invoices.

Rates established for the first year may not be subject to change but will remain fixed. Upon entering the second and third year of the contract, rate change requests must be submitted to the District in writing by April 1st of each year. No increase can go into effect until an amendment is approved by the Vista Unified School District's Board of Trustees authorizing the increase requests.

FURNISHING EXTRA-CURRILAR TRANSPORTATION FOR GROUPS OF STUDENTS

SPECIFICATIONS

Term: Agreement shall be awarded for a period of three (3) years beginning July 1, 2026. The District reserves the right to extend the contract for an additional two years, subject to approval by both parties. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year in the contract period. Rate increases shall not exceed the non-deficited Revenue Limit Cost of Living Allowance **(COLA)** as determined by the State of California for that fiscal year. The successful bidder(s) must notify the District in writing of price changes sixty (60) days prior to the contract renewal date. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District.

The District will contract with one or more Contractors for transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel is limited to adjoining states only. Further, the District expects that all bidders by the act of their bidding shall be certified in accordance with all 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. The District understands that SPAB requirements are invalid outside of California, but upon re-entering California, SPAB regulations are in effect and the responsible Contractor shall notify his terminal closest to the point of re-entry as soon after re-entry into California as is possible.

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. Your signed bid will be considered a declaration that such equipment does, in fact, meet all safety regulations. In addition, SPAB carriers will provide a current copy of: (1) CHP terminal inspections; (2) a list of SPAB certified buses in the fleet (include bus number, VIN, license, and last inspection date by CHP on each bus), and (3) a complete list of all SPAB drivers (include name, CDL number, expiration date, medical expiration date). Contractor shall notify the District in writing within ten (10) days of any additions or deletions of equipment. District reserves the right to physically inspect carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities.

Successful bidder(s) shall maintain insurance 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. The bidder is required to provide proof of policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $5,000,000 combined single limit or $1,000,000 per person, $5,000,000 per accident. Property Damage shall be $5,000,000 per loss. Contractor will be

required to name the District as an “Additional Insured” on the policy. The policy period shall be continuous through the term of the agreement and it shall be valid and non-restrictive for interstate travel.

Award: publicly funded trips; privately funded trips.

1. Publicly funded trips: As in all bid situations there are both low and high bids with the “low bids” receiving the most favored position in terms of business. Therefore, the District will be prudent in awarding trips to the lowest bidder and, as the need arises, progress to the next low bidder, third low bidder, etc., until all of the bidding Contractors are booked including the high bidder. Should the District choose a trip to an area not listed herein or for trip scheduled over sixteen (16) hours, the District Transportation Department will request bids for the trip from all District approved Contractors. Said bids are to be in writing when possible. Award will be made to the lowest bidder in succession as previously described. Bids, both oral and written, when requested will have a closing date and time by which said bid is due in the office of the Purchasing Department.

2. Privately funded trips: All conditions required in 1 above shall apply herein for privately funded trips except that requesters may specify to the Transportation Department Dispatcher which carrier they wish to use regardless of the carriers ranking as a low bidder. As the coordinator for all trips, the Transportation Department Dispatcher will advise the requester of the lowest approved bid carrier available for the trip but the requester is not obligated to use the lowest bid carrier. Only carriers from the District Approved Charter Bus Contractor list will be considered.

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

The District will not accept any rate adjustments during the contract period unless such adjustments will be in the District’s best interest as determined by the Purchasing Department. If rates change according to the trip and the number of buses used, or if there are rates/charges other than those requested for which you would charge the District, it must be so stated in the bid. Attach additional pages to the bid if necessary to add to or clarify your bid. The District will not honor any charges not specifically listed in the bid or governed by law.

Parking fees, entrance fees, tolls and additional time to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor.

Discount for multi-bus charter will not be considered in awarding trips. Contractors are encouraged to include any discounts into their bid price(s) at the time of bid.

Premium rates that are additional to bid prices for weekend, time of the year of special event charter will not be considered. Up-charges may be added to bid prices for special trips that require overnight treatment, i.e. Grad Night trips to theme parks, etc.

The District may request transportation services verbally or in writing. However, the Contractor must acknowledge verbal orders within three (3) business days from the receipt of the request on the appropriate District and/or Contractors standard confirmation form.

All prices shall be written in ink or by typewriter on bid form and stated in whole dollars (no cents or decimal points). Leave spaces blank if no price is shown. Prices shall not include sales tax.

If the Contractor is required to book a driver’s room, it shall be a single room at a reasonable rate. Lodging shall be at the same location that trip participants are using if available. If cost of the room

is to be more than student participation rate for said trip, the Purchasing Manager must grant prior approval.

Drivers' meals shall be the responsibility of the Contractor. In the event of unknown conditions (drivers exceeding itinerary) the District will recompense the Contractor at a rate not to exceed the district's travel expense policy on meal reimbursement.

The District requires on trips using more than one bus all buses travel together whether they are the same or different carriers unless directed otherwise by the Group Leader.

The District requires bus to bus communication and emergency communication.

The District reserves the right to visit carrier, inspect driver records, vehicle records, and inspect bus shop.

ADDITIONAL INFORMATION:

State law prohibits tobacco or use of tobacco on any school property. Driver may be required to assist in the loading and unloading of luggage as required by the group.

Procedures for operation of school buses and SPAB operations when atmospheric conditions reduce visibility to 200 feet or less.

1. Out of town activity trips will be reviewed and if needed, delayed until such time conditions improve. Out of town or late activity trips may be canceled due to these conditions.

2. In the event that a driver is out on an extra-curricular activity run and encounters reduced visibility that in their opinion causes it to be unsafe for continued driving, the driver has the responsibility to pull the vehicle over in a safe location. They will wait there until conditions improve. Drivers shall notify or cause to be notified the District Transportation Department as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.

Bus safety instruction and evacuation drills.

1. In addition to District policy, the law requires safety instruction 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. This applies to both school buses and school pupil activity buses (SPAB).

Student Safety & Driver Compliance:

1. Child Safety Alert System Mandate (Vehicle Code § 28160): In strict compliance with California Vehicle Code Section 28160 (Paul Lee School Bus Safety Law), all school buses, School Pupil Activity Buses (SPAB), and youth buses utilized under this Contract must be equipped with an operational, DMV-approved child safety alert system. The system must require the driver to walk to the interior rear of the vehicle to deactivate the device, ensuring a manual visual check of all seats is conducted before exiting the vehicle.
2. Mandated Reporter Status (Penal Code § 11165.7): Bidders are advised that pursuant to California Penal Code Section 11165.7, employees and independent contractors of entities under contract with a school district who have regular contact with students are designated as Mandated Reporters of child abuse and neglect.

Mandatory Training Requirements (Assembly Bill 1432): The Contractor certifies that all drivers, dispatchers, and supervisors assigned to perform services under this Agreement have successfully completed Mandated Reporter Training in accordance with California Assembly Bill 1432 standards. This training must be completed annually, and proof of completion for all assigned personnel must be maintained by the Contractor and made available to the District for audit immediately upon request prior to the transportation of any students.

Environmental & Fleet Regulations

1. CARB Compliance: The Contractor must ensure that all vehicles utilized in the performance of this Contract strictly comply with all applicable California Air Resources Board (CARB) regulations, including but not limited to the Heavy-Duty Omnibus Regulation, Advanced Clean Fleets (ACF) regulation, and Periodic Smoke Inspection Program (PSIP) requirements. The Contractor shall provide proof of CARB compliance and fleet certification upon District request.

2. School Site Anti-Idling Mandate (13 CCR § 2480): In accordance with California Code of Regulations, Title 13, Section 2480, drivers are strictly prohibited from idling a vehicle's engine for more than five (5) minutes, or at all while passengers are boarding or deboarding, within 100 feet of any District school site or school-sanctioned activity location. Drivers must turn off the vehicle engine immediately upon arriving at a school site and leave it off until departing, except when necessary for safety, mechanical, or climate-control diagnostics.

The District’s Director of Transportation will work with the awarded bidder/s providing all necessary information to ensure that District policies, transportation protocol, safety plans, confidentiality, pupil discipline, etc. are applied in accordance with state laws and the Vista Unified School District’s rules, policies and procedures. The awarded bidder/s should also become familiar with the District’s Vision, Mission, and Values.

FURNISHING EXTRA-CURRILAR TRANSPORTATION FOR GROUPS OF STUDENTS
BID #V2526022B

BID FORM

SCOPE OF WORK:

To furnish extra-curricular transportation for groups of students and equipment between the schools of the Vista Unified School District or to other locations as needed and as designated by the Vista Unified School District, as indicated on the contract, for the term July 1, 2026 through June 30, 2029.

REQUESTS FOR TRANSPORTATION WILL BE MADE ONLY BY THE TRANSPORTATION DEPARTMENT OF THE VISTA UNIFIED SCHOOL DISTRICT and **no other Departments** within the District. If a contractor honors a run request without the above procedure, the contractor accepts all responsibilities and the District is in no way obligated to honor the trip or any responsibilities as requested.

METHOD FOR AWARDING BID:

Award(s) will be based on the contractor's total rate distance cost. Overtime will be figured only after determining total trip exceeds the described length of "day" as outlined in Section 1 and Section 2.

Section 1 and 2: May be awarded to more than one bidder, based on cost per size of bus.

Section 3: May be awarded to more than one bidder, based on cost per bus with restroom facilities on highway coaches.

Section 4: Award is self-explanatory.

SECTION 1 - VISTA UNIFIED INTER-DISTRICT

The successful bidder(s) of part 1 will share a proportion of the total chartered trips. In an average school year, the District charters approximately 250 trips. Transportation may be required at different times during the day and it is impossible to forecast exactly what times of the day, but a majority of the service will be required between 12:00 noon and 6:00 p.m. Occasionally, trips may begin as early as 5:30 a.m. Every effort will be made to give the vendor notice well in advance of each trip and the District agrees to provide at least twenty-four (24) hours' notice for any specific trip.

While it is impossible to estimate exactly, it is improbable that more than ten (10) buses would be requested for the same time; however, if the District requests ten (10) buses, the contractor shall provide them.

Size of bus needed shall be determined by the Transportation Department and no substitutions will be accepted without prior authorization by this department.

Trip Sheet: Drivers will be requested to report at a designated pickup point to person listed as "IN CHARGE" of trip immediately upon arrival at school. A copy of the trip sheet is to be filled out upon completion of the trip by the driver and the person in charge. This copy to be returned to the District Transportation Office.

GEOGRAPHICAL AREA DEFINITIONS:

1. Interdistrict: Interdistrict is any trip within the Vista Unified School District boundaries. The District has twenty-six school sites within the District's school boundaries.

2. San Diego Outside of the Vista Unified School District Boundaries: This is for any trips outside of Vista Unified School District boundaries yet within San Diego County.

3. Outside San Diego County: This is for any trips that are beyond the San Diego County boundaries.

Late departures caused by the District are subject to charges by the Contractor. Contractor's maximum charge for late departure is ten ($10) dollars. Late departure is ten (10) minutes after scheduled time for departure. In the event Contractor does not assess late charges, the District will not assess Contractor late arrival charge.

Cancellation of Trip: A charge of fifteen ($15) dollars or ten percent (10%), whichever is greater, will apply if bus is ordered and Contractor is not notified of cancellation two (2) hours prior to District's requested departure time.

Please fill in the enclosed Bid Form (size of bus, note number of passengers the bus will accommodate). Costs per mile or overtime rates are not acceptable.

Complete all sections that apply to you. Prices will be based on an hourly rate.

SECTION 1. INTERDISTRICT TRIPS ARE A MINIMAL 2-HOUR REQUIREMENT

Required service time frame will be from 12:00 noon to 6:00 p.m.

School Buses and Driver for **2 hour rates**:

Under 42 passenger capacity Rate:_____

Over 42 passenger capacity Rate:_____

School Buses and Driver for **2:01 rates**:

Under 42 passenger capacity Rate:_____

Over 42 passenger capacity Rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **2 hour rates**:

State Size:_____Rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **2:01 rates**:

State Size:_____Rate:_____

SECTION 2. SAN DIEGO COUNTY, OUTSIDE OF DISTRICT BOUNDARIES ARE A MINIMAL 4 HOUR REQUIREMENT.

Required service time frame will be from 12:00 noon to 6:00 p.m.

School Buses and Driver for **4 hour rates**:

Under 42 passenger capacity Rate:_____

Over 42 passenger capacity Rate:_____

School Buses and Driver for **4:01 rates**:

Under 42 passenger capacity Rate:_____

Over 42 passenger capacity Rate:_____

Highway Coaches and Driver for **4 hour rates**:

47 Passenger with restroom rate:_____

Highway Coaches and Driver for **4:01 rates**:

47 Passenger with restroom rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **4 hour rates**:

State Size:_____Rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **4:01 rates**:

State Size:_____Rate:_____

SECTION 3. OUTSIDE SAN DIEGO COUNTY AREA 12 HOUR WORKDAY

Highway Coaches and Driver for **12 hour rates**:

47-55 Passenger with restroom rate:_____

Highway Coaches and Driver for **12:01 to 16 hour rates**:

47-55 Passenger with restroom rate:_____

School Buses and Driver for **12 hour rates**:

Under 42 passenger capacity Rate:_____

Over 42 passenger capacity Rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **12 hour rates**:

State Size:_____Rate:_____

Wheelchair Equipped Bus Rate (if available) and Driver for **12:01 to 16 hour rates**:

School Bus Drop/Return Hourly Rate:_____

SECTION 4. OUT OF SAN DIEGO COUNTY TRIPS - 12 HOUR LONG AND OVER

This section of the contract is an agreement between the District and all local common carriers who participate in this section. It is difficult for the District to give the participants of this agreement the number of trips that will be out of San Diego County. If bidder agrees to this section, the District's dispatcher will call each participant by telephone and give an itinerary of the trip. He/she will then obtain the carrier's price for said trip. The lowest price quote shall be granted the trip. The working day shall be considered as being twelve (12) hours long, and anything over twelve (12) hours will be considered overtime. The common carrier shall include in their price quote regular time and overtime.

The dispatcher shall keep a log book containing an entry for each vendor's call and this book will be available upon the request of the Contractor. The type of entries shall be name of the Contractor, date and time of day called and prices quoted.

This type of shopping gives the District a chance to obtain the best service for its dollar and also gives the Contractor an opportunity to adjust their prices in the everyday fluctuation of cost-of-living and operation of business.

This section conforms with all of the requirements as set forth in this entire contract.

Contractor agrees to participate in Section 4 of this bid as referenced above:

Contractor_____can or_____cannot provided wheelchair equipped bus rates for Sec. 4.

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.

Corporate Seal (if a corporation)

_____

Proper Name of Individual, Company or Corporation Authorized Signature

_____

Address Type or Print Signer's Name

_____

Telephone Title

_____

Email address Date

VISTA UNIFIED SCHOOL DISTRICT RENEWAL CLAUSE

BID #V2526022B
EXTRA CURRICULAR TRANSPORTATION SERVICES

If mutually agreeable, the Vista Unified School District reserves the right to consider the extension of this contract for a one or two year period. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law (five years). 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.

Bidder to indicate in space provided if it would accept option to renew for the following period and at what percentage. A price increase, if exercised, shall be fully justified by Contractor and proved by a test of the market and/or submission of documents.

Dates	Yes	No	Max. % Increase
07/01/29 - 06/30/30	_____	_____	_____
07/01/30 - 06/30/31	_____	_____	_____

By: _____
Name of Individual, Company or Corporation

_____ _____
Please print signer's name Title

_____ _____
Address Phone

_____ _____
E-mail address Date

VISTA UNIFIED SCHOOL DISTRICT BID #:V2526022B

EXTRA CURRICULAR TRANSPORTATION SERVICES

REFERENCES

Each bidder must supply the District with the names, addresses and telephone numbers of at least three (3) references, preferably school districts, in San Diego County using materials and services which are very similar, if not identical, to the materials and services being bid.

_____

_____

_____

_____

_____

_____

_____

_____

_____

VISTA UNIFIED SCHOOL DISTRICT
BID #V2526022B

NON-COLLUSIVE BIDDING DECLARATION

(To be Executed by Bidder and Submitted With Bid)

I_____declare as follows:

That I am the_____of

_____

the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

Executed the_____day of_____, 20_____, at_____,

_____
Signature of Bidder

_____
Typed or Printed Name

_____
Bidder

VISTA UNIFIED SCHOOL DISTRICT
BID #V2526022B
BID BOND

We,_____, as Surety and_____, as Principal, are jointly and severally, long with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto_____, hereinafter "the Obligee" for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **Bid #:V2526022B Extra-Curricular Transportation Services.**

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or If no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, or the work to be performed thereunder, or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligation under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, THE Principal and Surety have executed this instrument this _____day of_____, 20_____by their duly authorized agents or representatives.

(Principal's Corporate Seal) _____
(Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal) _____
(Surety Name)

By: _____
(Surety Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Attorney-in-Fact Certificate) (_____)_____
(Area Code & Telephone Number of Attorney-in-Fact for Surety)

Contact Name, address, telephone number and
address for notices to the Surety

_____
(Contact Name)

_____
(Address)

_____
(Telephone)

_____ (e-mail address)

VISTA UNIFIED SHOOL DISTRICT
EXTRA CURRICULAR TRANSPORTATION SERVICES
BID #V2526022B

AGREEMENT

THIS AGREEMENT, made and entered into this____day of_____20__, by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Bid Instructions and Conditions, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. SCOPE OF WORK/SERVICES: The Contractor agrees to furnish all labor, services, materials (including vehicles) drivers and transportation necessary to furnish and deliver same in good condition, in the manner designated ink and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth and in connection with the following:

BID #V2526022B, EXTRA CURRICULAR TRANSPORTATION SERVICES.

3. PAYMENTS: Within thirty-five (35) days after delivery of any or all of the items hereinabove set forth and their acceptance by the district, the district agrees to pay the Contractor, and monthly thereafter.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:
   The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation. The estimated cost of a proposed change shall be established in one or more of the following methods:

   a. By an acceptable lump sum proposal from the Contractor.

   b. By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the Consortium and written consent thereto obtained.

7. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or person in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

9. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district. (Not Applicable)

10. REMOVAL OF REJECTED ITEMS: All items rejected by the district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the district, and shall be replaced by satisfactory items. (Not Applicable)

11. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, projects, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the nonperformance is not due in part to the fault or neglect of the party not performing.

12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

13. ATTORNEY'S FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory act, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contractor in amounts specified in the specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its 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, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

VISTA UNIFIED SCHOOL DISTRICT San Diego County, California	CONTRACTOR:
	_____
By_____ Shawn T. Loescher, Ed.D.	By_____
Title: Assistant Superintendent, Business Services	Title_____
Date_____	Date _____

Approved by the Governing Board on: _____.

VISTA UNIFIED SCHOOL DISTRICT
BID #V2526022B

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision-c, that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), contractor shall require their employees, including the employees of any subcontractor who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1.

I certify that none of the individuals who may come in contact with pupils under this agreement have been convicted of a felony as defined in Education Code Section 45122.1

Company: _____

Signature: _____

Title: _____

Dated: _____

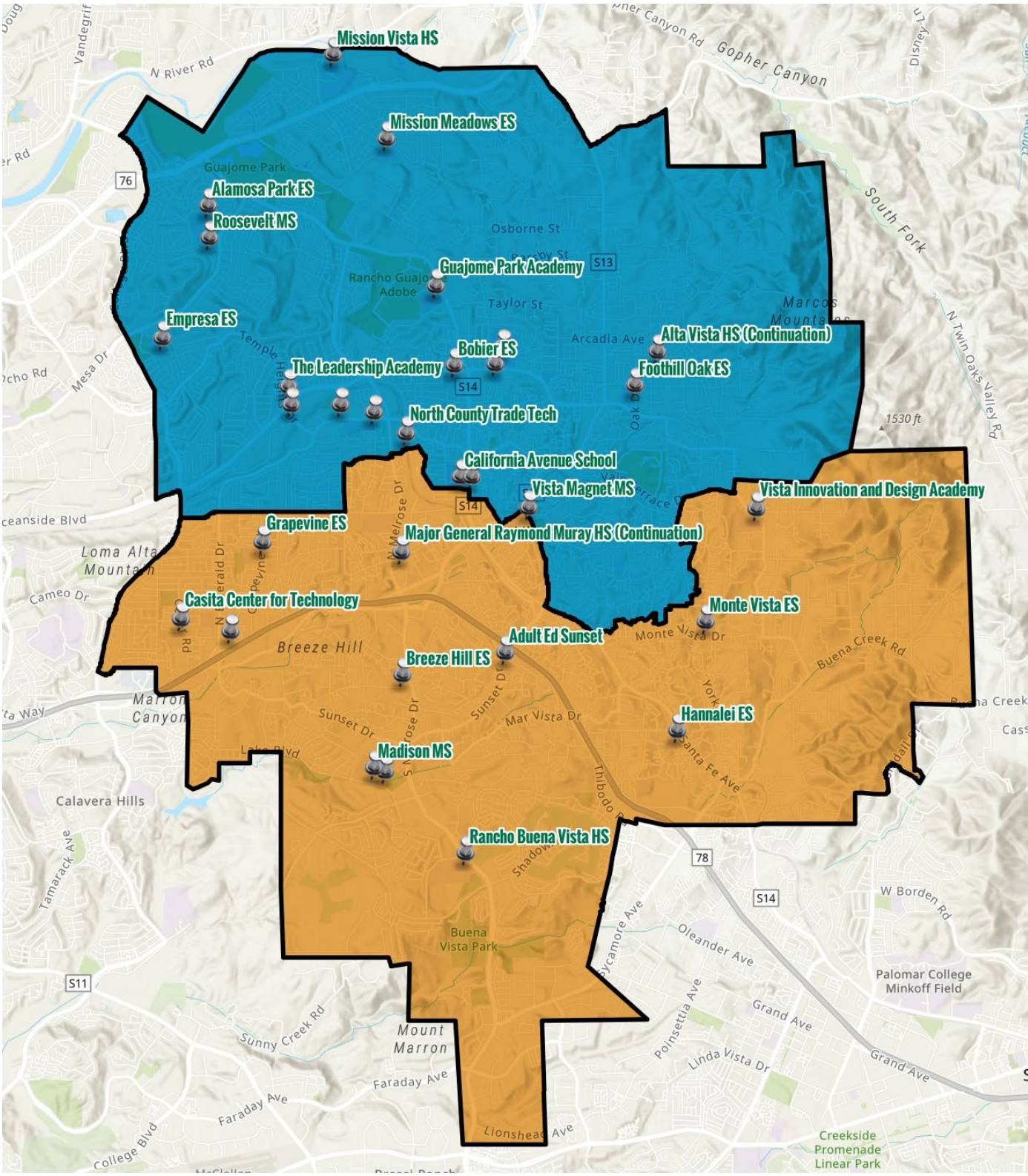
VISTA UNIFIED SCHOOL DISTRICT BID #V2526022B
EXTRA CURRICULAR TRANSPORTATION SERVICES

SPAB BUS INSPECTION REPORT

REQUIRED INFORMATION	VERIFICATION
Charter Company	
Bus Number	
Driver Name	
Bus SPAB Certificate Expiration	
Driver SPAB Certificate Expiration	
Available Hours	
Request Number	

Verified By _____ Date _____ Time _____

ELEMENTARY SCHOOLS	ADDRESS
Alamosa Park Elementary	5130 Alamosa Park Dr. Oceanside, CA 92057
Bobier Elementary	220 W. Bobier Dr. Vista, CA 92083
Breeze Hill Elementary	1111 Melrose Way Vista , CA 92081
California Avenue Elementary	215 W California Ave. Vista, CA 92083
Casita Center	260 Cedar Rd. Vista , CA 92083
Empresa Elementary	4850 Avenida Empresa Oceanside, CA 92056
Foothill Oak Elementary	1370 Oak Dr. Vista, CA 92084
Grapevine Elementary	630 Grapevine Rd. Vista , CA 92083
Hannalei Elementary	120 Hannalei Dr. Vista, CA 92083
Lake Elementary	4950 Lake Blvd. Oceanside, CA 92056
Maryland Elementary	700 North Ave Vista, CA 92083
Mission Meadows	5657 Spur Ave. Oceanside, CA 92057
Monte Vista Elementary	1720 Monte Vista Rd. Vista, CA 92084
T.H.E Leadership Academy	1550 Temple Heights Dr. Oceanside, CA 92056
VAPA (Vista Academy of Performing Arts)	600 North Santa Fe Ave. Vista, CA 92083
MIDDLE SCHOOLS	
Madison Middle School	4930 Lake Blvd. Oceanside, CA 92056
Roosevelt Middle School	850 Sagewood Dr. Oceanside, CA 92057
Vista Magnet Middle School	151 Civic Center Dr. Vista, CA 92084
VIDA (Vista Innovation & Design Academy	2245 Foothill Dr. Vista, CA 92084
HIGH SCHOOLS	
Alta Vista High School	1575 Bonair Rd. Vista, CA 92084
General Murray High School	215 Melrose Dr. Vista, CA 92083
Mission Vista High School	1306 Melrose Oceanside , CA 92057
Rancho Buena Vista High School	1601 Longhorn Dr. Vista, CA 92081
VATC (Vista Adult Transition Center)	325 E Bobier Dr. Vista, CA 92084
Vista High School	One Panther Way Vista, CA 92084
ADULT EDUCATION	510 Sunset Drive Vista, CA 92081


Mission Vista HS
Mission Meadows ES
Alamosa Park ES
Roosevelt MS
Guajome Park Academy
Empresa ES
Bobier ES
The Leadership Academy
Alta Vista HS (Continuation)
Foothill Oak ES
North County Trade Tech
California Avenue School
Vista Magnet MS
Vista Innovation and Design Academy
Grapevine ES
Major General Raymond Muray HS (Continuation)
Casita Center for Technology
Monte Vista ES
Adult Ed Sunset
Breeze Hill ES
Hannalei ES
Madison MS
Rancho Buena Vista HS
Gopher Canyon
N River Rd
Guajome Park
Osborne St
Taylor St
Arcadia Ave
Marcos Mountains
South Fork
N Twin Oaks Valley Rd
1530 ft
Mesa Dr
Oceanside Blvd
Loma Alta Mountain
Cameo Dr
Breeze Hill
Monte Vista Dr
Buena Creek Rd
Marron Canyon
Sunset Dr
Mar Vista Dr
Calavera Hills
Tamarack Ave
Buena Vista Park
Mount Marron
Sunny Creek Rd
Faraday Ave
College Blvd
Lionshead Ave
Sycamore Ave
Oleander Ave
Poinsettia Ave
Grand Ave
Linda Vista Dr
W Borden Rd
Palomar College Minkoff Field
Creekside Promenade Linear Park
76
S13
S14
78
S11