

**MAINTENANCE, OPERATIONS AND FACILITIES DEPARTMENT
SOLANA BEACH SCHOOL DISTRICT
309 N. RIOS AVENUE
SOLANA BEACH, CA 92075**

**REQUEST FOR PROPOSALS FOR
TRANSPORTATION SERVICE FOR STUDY TRIPS**

PROPOSAL NUMBER #1920-153

**SUBMITTED BY _____
Company Name**

NOTICE TO VENDORS

The Board of Education of Solana Beach School District of Solana Beach, CA invites the submission of proposals for: Transportation Service for Study Trips

Submissions should be delivered or mailed to:

Maintenance, Operations and Facilities Department
Solana Beach School District
309 N. Rios Avenue
Solana Beach, CA 92075

The deadline for submission of proposals is Friday, May 24, 2019 at 2:00 p.m.

Proposals must be submitted on forms prepared by Solana Beach School District including all forms contained in this package.

**SECURITY OF \$2,000 [two thousand dollars and no cents]
MUST ACCOMPANY PROPOSAL**

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PROPOSAL #1617-102**

**REQUEST FOR PROPOSALS FOR
TRANSPORTATION SERVICE FOR STUDY TRIPS**

EACH VENDOR SHALL EXAMINE THE PROJECT MANUAL TO DETERMINE THAT THE SECTIONS AND THE NUMBER OF PAGES OF THE SECTIONS CONFORM TO THE TABLE OF CONTENTS. THE FAILURE OF ANY VENDOR TO EXAMINE OR RECEIVE ANY PART OF THE PROJECT MANUAL WHICH IS INDICATED IN THE TABLE OF CONTENTS SHALL NOT RELIEVE THE VENDOR FROM THE OBLIGATIONS OF THE PROJECT MANUAL.

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*** All asterisk forms must be signed and submitted with proposal.**

NOTICE TO CONTRACTORS CALLING FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the SOLANA BEACH SCHOOL DISTRICT of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than the respective dates and times indicated below, sealed proposals for furnishing all labor, material, equipment, transportation and services for:

TRANSPORTATION SERVICE FOR STUDY TRIPS Proposal #1920-153

Submissions Due: No later than Friday, May 24, 2019 at 2:00 p.m.

Proposals shall be received in the Maintenance, Operations and Facilities Department of the SOLANA BEACH SCHOOL DISTRICT at 309 N. Rios Avenue, Solana Beach, CA 92075. Each proposal must conform and be responsive to the contract documents, copies of which are on file and open to public inspection in the Maintenance, Operations and Facilities Department of the SOLANA BEACH SCHOOL DISTRICT at the above address. Each proposal shall be accompanied by Bid Bond in the amount of \$2,000 [two thousand dollars and no cents].

Questions regarding forms and documents must be directed to Caroline Brown, Executive Director of Capital Programs and Facilities at (858) 794-7150 or Molly Widmer, Administrative Assistant at (858) 794-7150.

The SOLANA BEACH SCHOOL DISTRICT hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, or national origin in consideration for an award.

The District reserves the right to reject any or all proposals and to waive any irregularities or informalities.

Each vendor shall be a licensed contractor pursuant to the Business and Professions Code.

No vendor may withdraw his proposal for a period of ninety (90) days after the date set for the opening of the bids.

Solana Beach School District of San Diego County, California

Dates of Advertising: May 1 and May 8, 2019
The Daily Transcript

NOTICE TO CONTRACTORS CALLING FOR PROPOSALS

INFORMATION FOR VENDORS

No proposal shall receive consideration by the Solana Beach School District unless made in accordance with the following:

The Solana Beach School District seeks multiple charter bus contractors to provide study trip transportation services district wide on an as-needed basis. The District requires that the Contractor provide the management expertise, the necessary regular and standby drivers, vehicle mechanics, and driver training and safety personnel and all buses and special needs equipment. The Contractor shall be responsible for all costs associated with the operation of their vehicles.

Contractors responding are also advised that if successful bid is assigned to them, the Solana Beach School District has the right to withdraw from any subsequent contract with written notice of 60 days for sub standard performance.

1. DURATION

Notice is hereby given that the Solana Beach School District will accept proposals for a one (1) year duration for STUDY TRIPS TRANSPORTATION SERVICE. Proposals should be submitted for a one-year term beginning July 1, 2019 encompassing the 2019-20 school year. There will be consideration to extend this contract if mutually agreed upon by both parties for a period not to exceed three (3) years.

2. DELIVERY OF PROPOSALS

Proposals shall be delivered to the above address, anytime prior to, but not later than 2:00 p.m. on Friday, May 24, 2019.

3. REQUESTS FOR INFORMATION

Contractors should examine all documents, requirements, and specifications of the proposed Agreement. Questions regarding conditions and specifications must be submitted in writing to Molly Widmer, Administrative Assistant or Caroline Brown, Executive Director of Capital Programs and Facilities at the address below. All questions and answers will be mailed and/or e-mailed to all interested Contractors.

Solana Beach School District
309 N. Rios Avenue
Solana Beach, CA 92075
Phone (858) 794-7150
Fax (858) 794-7159
Attn: Molly Widmer or Caroline Brown

4. PROJECT FORM

Proposals must be made on the form included in this invitation for proposal. All items on the form must be filled out. Numbers should be stated in figures and written out in long hand. The signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

All prices and quotations must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be in ink by person signing bid form affixing that person's initials thereto. No oral, telegraphic, telephone, electronic mail, or facsimile quotations or modifications will be accepted.

All proposals must be submitted in sealed envelopes bearing on the outside the name of the vendor, address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt will be returned to the vendor unopened.

5. IDENTIFICATION OF VENDOR

Each proposal must give the full business address of the vendor and must be signed by the vendor with his or her usual signature. Proposals prepared by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. **A vendor's failure to properly sign required forms may result in rejection of the proposal.**

6. WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by the vendor prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful vendor shall not be relieved of the proposal submitted without the District's consent or vendor's recourse to Public Contract Code Sections 5100, et seq.

7. AWARD OF CONTRACT

The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. **This contract will be awarded to multiple vendors to establish a list of approved contractors for the school year.** District reserves the right to make an award of this contract at any time up to 60 days from the date of opening.

INFORMATION FOR VENDORS

8. REJECTION OF PROPOSALS

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof.

9. ADDENDUMS

The terms and conditions contained in the Notice to Vendors, Proposal Form, Information for Vendors, General Conditions, Special Conditions, and Agreement herein may be amended or modified only with the prior written approval of or by the District. No oral, telephonic, telegraphic, or facsimile modifications or additions may be made unless an addendum is issued in writing from the Solana Beach School District.

Any addenda or bulletins issued during the time of proposal shall form a part of the specifications issued to vendors for the preparation of their proposals and shall constitute a part of the contract documents.

10. DELIVERY OF BONDS, CERTIFICATES AND ETC

Unless otherwise specified, the vendor shall, within five (5) calendar days after notice by the District, sign and deliver to the district all bonds, certificate of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to so deliver such documents, the District may declare the vendor's deposit or bond forfeited as damages, and may award the work to the next lowest responsible vendor, or may reject all proposals and call for new quotes.

11. CONTRACTOR'S QUALIFICATION STATEMENT

Each vendor shall submit with his/her sealed bid a properly executed Contractor's Qualification Statement and References showing the vendor's financial resources, the vendor's experience in the type of work being required by the District, the vendor's organization available for the performance of the contract and any other required evidence of the vendor's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a vendor's responsibility to perform the proposed contract may result in rejection of the proposal.

Contractors must include with their proposal the following:

- A. A description of its present operations and a list of outstanding transportation contracts including the number of school buses or other vehicles used and the first year transportation service was furnished.
- B. The corporate or individual history of the contractor.

- C. A resume summarizing the experience and qualifications of the transportation manager who would be primarily responsible for the performance of the services in this bid, or if the transportation manager has not been identified or hired, the qualifications necessary to fill the position.
- D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the services in this bid.
- E. A summary by narrative, brochure, chart or other means showing the contractor's special qualifications and philosophy which may give the contractor the ability to satisfy all requirements.

12. SUBMITTAL OF CONTRACTOR'S QUALIFICATION STATEMENT

Any explanation or statement which the contractor wishes to make must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached hereto. Unless the contractor indicates, it is understood that the contractor is in strict accordance with the specification requirements.

13. NEGOTIATIONS

A response to any specific item of this request for proposals with terms such as "negotiate," "will negotiate," or similar, will be considered non-responsive to that specific item.

14. SECURITY

Each proposal shall be accompanied by a certified or cashiers check payable to the District, or a satisfactory bid bond in favor of the District executed by the vendor as principal by an admitted surety company approved to conduct business in the State of California as surety, in an amount not less than \$2,000.00. The bid bond shall be given as a guarantee that the vendor shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder. **If the quote is not accepted within sixty (60) days after the time set for the opening of proposals, or if the successful bidder executes and delivers said contract and all required signed certifications within the specified time, the certified checks or bonds will be returned. Proposals will not be accepted without the security deposit.**

**15. INTERPRETATION OF DRAWINGS AND DOCUMENTS
NOT APPLICABLE TO THIS BID**

If any person submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit in writing to the Architect a written request for an interpretation or correction thereof. Any interpretation or correction of the contract document will be made only by addendum duly issued and a copy of such addendum will be mailed, delivered, faxed, or sent via electronic mail to each person receiving a set of such contract documents. The District will not be responsible for any other explanations or interpretations of the contract documents. Any Addenda issued during the time of bidding, or forming a part of the documents loaned to the bidder for the preparation of his bid, shall be made a part of the contract. No oral interpretation of any provision in the contract document will be made to any bidder.

16. WORKERS' COMPENSATION

In accordance with the provisions of section 3700 of the Labor Code, contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and file with the District a certificate prior to performing the work under this contract. Forms for this purpose are furnished with the contract documents.

17. ALCOHOL, DRUG AND TOBACCO FREE DISTRICT

District is an alcohol, drug and tobacco free establishment. No alcohol, drugs or tobacco are permitted on any premises owned by the District.

18. ETHICS

The District expects the bidders to maintain high ethical standards in engaging in the competitive process. The amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project. Subcontractors or suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any vendor found to be engaging in such practices to be non-responsible and may reject its proposal on that ground.

19. FINGERPRINTING

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.1, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. Fingerprinting is required.

20. SUBMITTAL OF FORMS

The following forms **MUST** be signed and submitted with the sealed bid:

- Information Required of Vendor
- Proposal Form
- Bid Bond (Security)
- Contractors Certification Regarding Workers' Compensation
- Noncollusion Affidavit
- Contractors Certificate Regarding Drug-Free Workplace
- Prohibitions against Tobacco Products
- Certification of Compliance-Contact with Pupils
- Contractors References
- Agreement

21. VEHICLE INFORMATION

The bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles.

22. CONTRACTOR EXPERIENCE

Proposals shall be accepted from Contractors with at least five (5) years of experience providing pupil transportation for school districts with similar size, transportation operations and with demonstrated ability in starting up operations of this scope.

23. SUBMITTAL OF QUESTIONS REGARDING PROPOSAL

Contractors must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. Any questions regarding this proposal packet must be submitted in writing not less than five (5) days prior to the date of the submission due date. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for the proposal will be entertained from either party.

24. CONTRACTORS OBLIGATION OF LAWS, ORDINANCES, REGULATIONS AND CODES OF THE FEDERAL, STATE, COUNTY AND OTHER LOCAL GOVERNMENT AGENCIES

The contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the services in this bid, and in particular, such laws pertaining to safety. The Contractor, shall not discriminate against any worker, employee or applicant, or any member of the

public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

25. CANCELLATION OF CONTRACT

The District may cancel this contract based on non-performance with a sixty (60) day written notice to the contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful contractor may not cancel this contract without prior written consent of the District.

26. SUBCONTRACTING

No contract shall be assigned or any part of the same subcontracted without written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of this bid.

27. CONTRACTOR EQUIPMENT

Contractor shall maintain all equipment solely at their cost used in the transportation of students in accordance with laws and regulations of the State of California regarding school buses, and such equipment shall be maintained in good mechanical order at all times to pass California Highway Patrol bus inspection or vehicle inspection. All buses or vehicles shall be kept in clean and sanitary condition and open to examination by the District at all times.

28. DESCRIPTION OF CONTRACTOR'S EQUIPMENT

Contractor shall submit a description of the equipment that he proposes to use in carrying out the services in this bid including model, capacity, and fuel type.

29. SAFETY REGULATIONS OF CONTRACTOR'S EQUIPMENT

It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part it shall be replaced by the Contractor without expense to the Districts and without claims for adjustment per diem, or per trip, compensation.

30. STANDBY BUSES OR VEHICLES

Standby buses or vehicles in a number equal to ten percent (10%) of the regularly assigned route buses, meeting the same specifications of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be inoperable or in case of emergency. Included in the 10% requirement for spare buses shall be a minimum of one spare bus equipped with a wheelchair lift.

31. DRIVER INSPECTION OF VEHICLE

The Contractor agrees that each morning before any buses are used for transportation; the driver shall inspect it carefully for defects, and remedy any defects before using said vehicles.

32. RADIOS

The Contractor shall provide two-way radios for all buses. These radios must have a capacity sufficient to maintain contact with the bus terminal at all route points.

33. EXAMINATION OF ROUTES AND CONTRACT DOCUMENTS

Each vendor shall fully acquaint himself with the conditions relating to the busing needs of the District. The failure or omission of any vendor to receive or examine any contract documents, form, instrument, addendum, or other document or to acquaint him with the busing needs of the district shall in no way relieve any vendor from obligations with respect to his proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

**SOLANA BEACH SCHOOL DISTRICT
INFORMATION REQUIRED OF VENDOR***

TO THE CONTRACTOR:

The following questionnaire is a part of the Request for Proposal. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentations of information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

If space is not provided for an answer, or if your answer will not fit in the space provided, please attach additional sheets marked with the question they address. A checklist is provided at the end of the questionnaire, which enumerates all questions for which answer space is not provided and which must, therefore, be answered on attached sheets.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Transportation Service Agreement Contract. If you expect your firm's policies or practices to change from those it currently uses if your firm is awarded this Contract, you must make explicit the policies and practices your firm will follow as it provides transportation services to the District.

1. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

Firm Name _____

Address _____

Telephone _____

B. TYPE OF ORGANIZATION

___ Corporation (List officers and positions)

State in which incorporated _____

___ Subsidiary
(Give name and address of Parent Corporation)

Is your firm publicly held?

Yes _____ No _____

If not, what private individual(s) or family(ies) own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

_____ Major Shareholders(s)

_____ General Partner

_____ Individual Proprietor

C. NATURE OF OPERATIONS

1. List all the transportation permits (City and State) under which your firm currently operates.

2. Are you currently, or have you ever, contracted to provide public transportation services for any school district, non-public school or County Superintendent in the State of California, or any other state? If yes, please provide information on separate attachment.

Yes _____ No _____

3. Are you currently, or have you ever, provided special education transportation services?

Yes _____ No _____ Number of Years _____

Name of your firm's current or last terminal manager at these locations and the manager's length of service at those locations:

Name _____

Years_____

Does your firm provide special education transportation under these contracts?

Yes_____ No_____

How many buses are involved for each location? _____

When do the contract terms begin and when do they end?

Begin_____ End_____

2. MANAGEMENT AT THE TERMINAL AND ABOVE

- A. The District strongly believes that the individuals holding the Terminal Manager and Personnel, Safety and Training Coordinator positions (these constitute at least two positions, but your firm may assign four persons to these positions if you so choose) are critical to the provision of consistent and high quality transportation services. While the District understands that you may not be able to name the specific individuals your firm will assign to these management positions at the District Terminal, the District requests that for each position you list no more than three candidates who may be assigned to each position. If your firm is awarded this Contract, you may assign any of the three persons you have proposed for each position to actually take that position under this Contract, unless the District has specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the District. In any case, you must submit at least two sample resumes of the candidates or current managers employed by your firm in each of these positions, so as to provide the District with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to the District Terminal, please complete the following form or a copy of it:

Name and proposed position the person may be selected to fill:

Name	Position
------	----------

Tenure with your firm in years: _____

Experience in related positions within your firm or with other firms in years: _____

Current and two most recent previous positions, including the location/district of the position, the position's title, and a description of responsibilities and authority, including number of buses and/or drivers, and the dates between which the position was held.

(Attach additional sheets as necessary.)

- B. Provide an organizational chart of your firm as it would relate to the District Terminal (the chart may be hand drawn, but it should give a clear understanding of the number of layers in your firm and the lines of accountability).
- C. Provide the name(s) of those persons within your firm who would have immediate authority over the Terminal management staff members you proposed in question A. above, and those who may play an advisory role to Terminal management, in the areas of 1) Operations, 2) Training and Personnel, 3) Safety, and 4) Maintenance. Please complete the following form or a copy of it for each of these persons:

Name _____

Location of staff member's office (address):

Tenure with your firm in years _____

Experience in related positions with in your firm or with other firms in years _____

Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates between which the position was held.

(Attach additional sheets as necessary.)

3. DRIVER PERSONNEL

State the number of regular bus drivers you now have employed with your firm:

School _____ Other _____

A. How/where does your firm recruit drivers?

B. What methods do you use to screen and select drivers from amongst the applicants?

What information do you use and how do you gather it?

What criteria or standards do you use, and for what reason might you reject an applicant?

C. Do you check driver applicant references?

Yes _____ No _____

D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide sample test materials.

E. What percentage of driver applicants eventually begin you're training programs?

_____ %

F. What percentage of your driver applicants are hired directly as certified school bus drivers?

_____ %

G. Are the Department of Motor Vehicles driving records of all your applicant drivers evaluated during the selection process?

Yes _____ No _____

H. What is the current percentage rate of annual turnover among drivers your firm employs?

_____ %

I. Do you have driver-training programs as a part of your current operational procedures?

Original (for persons with no School bus driving experience): Yes _____ No _____

In-Service (continuing education and Retraining for experienced School bus drivers): Yes _____ No _____

J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.

How long is the program? _____

Are driver applicants paid while they receive training?

Yes _____ No _____

Do you evaluate applicants immediately before they are tested by California Highway Patrol officers for certification?

Yes _____ No _____

What proportion of persons entering your program gain certification as school bus drivers within a specified period after entering the program? (You may specify the period, but it may not be longer than one year.)

_____ % within _____ period.

- K. Describe your In-Service driver training and retraining program. Please include the study supervision component in this program on the content of training. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal?

Are any independent reviews of training quality conducted on your training programs?

Yes _____ No _____

If so, please describe the review process.

How do you identify those drivers for whom retraining will be required?

- L. If you currently have a driver training program, does the program include a section on Special Education transportation service? If available, please provide the outline or course of study.

Yes _____ No _____

M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those that can be verified and are deemed serious.)?

Do your motivation and discipline programs offer progressive rewards and penalties?

Yes_____ No_____

Can drivers participate in defining and developing standards, rewards and penalties?

Yes_____ No_____

What monetary rewards and penalties are offered?

What non-monetary rewards and penalties are offered?

N. Describe the wage structure you would expect to implement at the District's Terminal.

O. Describe your DOT Drug and Alcohol testing program. Be specific.

4. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets that your firm manages?

Yes_____ No_____

Please provide samples of any checklists you use for each type of preventive maintenance program, and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

- B. In addition to the legally required daily bus checkout report, do you require regular written reports from your drivers on the condition of their vehicles?

Yes_____ No_____

Briefly describe or provide samples of these reports, (including your daily bus checkout report form), and note their frequency.

- C. Do you use any other methods of identifying defects in buses?

Yes_____ No_____

If so, please describe _____

- D. How do you ensure that, if serious safety-related or potential vehicle damaging defects are identified in a vehicle, the vehicle is immediately removed from service until such defects are corrected?

How do you ensure that defects that are identified are generally corrected in a logical order and within a reasonable time?

- E. Do you maintain and evaluate records of road failures?

Yes _____ No _____

If so, how many roadway failures per month per hundred buses do the buses your firm maintains experience on average?

What percentage, on average, of the buses that you maintain are out of service for part or all of each shift (or each day) for inspection, maintenance, repair, or other reasons?

_____ %

- F. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

Yes _____ No _____

Briefly describe this schedule:

G. What qualification and experience requirements do you have for your mechanical personnel?

H. Please attach copies of Safety Compliance Reports (California Highway Patrol Form 343, or the equivalent from other states) for each terminal you operate in California. If you do not operate any terminals in California, please attach equivalent reports for the four terminals you operate nearest California.

5. SAFETY PROGRAMS AND ACTIVITIES

A. If you have an established, continuing safety program, please describe the operation, contents, and requirements of the program.

How often are safety meetings held? _____

B. Describe any established safety organization activities in which your organization or its key personnel participate.

C. What have been the Motor Vehicle Accident Rates for buses operated by your firm in each of the three most recent academic years? (Motor Vehicle Accidents are defined in the California Highway Patrol Passenger Transportation Safety Handbook).

Motor Vehicle Accidents per million vehicle miles:

2016/17	_____	_____
2017/18	_____	_____
2018/19	_____	_____

Injury accident rates, if available _____

6. INSURANCE DATA

If your proposal is considered for award, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and Worker's Compensation loss ratio for the past three years?

Yes _____ No _____

7. FINANCIAL AND CREDIT DATA

If your proposal is considered for award by the School District, will you supply the following data?

A. Credit references, including at least three trade or industry suppliers with whom you regularly deal.

Yes_____ No_____

B. Will you submit on request, a Balance Sheet for the years 2017 and 2018?

Yes_____ No_____

C. Will you give cash discounts for timely payment of invoices?

Yes_____ No_____

If so, please specify the terms offered.

8. OPERATION OF DISTRICTS' TRANSPORTATION PROGRAMS

To the extent you operate similar operations for other school districts; will you operate the program separately from such other operations?

Yes_____ No_____

9. OTHER RELEVANT INFORMATION (Optional)

Please provide any other information or data that shows the experience and qualification of your firm, and/or that makes your firm capable of or ensures that your firm will provide consistent and high quality transportation services to the District. (Attach additional sheets as necessary.)

Please be sure to make additional copies of any parts of the questionnaire before filling them out. (You need not use the actual questionnaire form, but if you do not, please take extra care to be sure that you have addressed all the questions.)

I, the undersigned, hereby certify that I am a representative of the below-named firm and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Bid Proposal Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Solana Beach School District awards a Contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the District and my firm.

Name of Firm

Authorized Agent

Title

Date

END OF DOCUMENT

SOLANA BEACH SCHOOL DISTRICT

STUDY TRIP PROPOSAL FORM*

Scope of Work: To furnish extra-curricular transportation study trips for groups of students and equipment between the schools of the Solana Beach School District or to other locations as designated by the Solana Beach School District.

REQUESTS FOR TRANSPORTATION WILL BE MADE BY THE SCHOOL SITES, MAINTENANCE, OPERATIONS AND FACILITIES DEPARTMENT OF THE SOLANA BEACH SCHOOL DISTRICT.

METHOD FOR AWARDING BID:

Awards will be based on the vendor'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 – SOLANA BEACH INTER-DISTRICT

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 7:30 a.m. and 3:00 p.m. Occasionally, trips may begin as early as 7:00 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.

Trip Sheet: Drivers to be notified to report at a designated pickup point to person listed as "IN CHARGE" of trip immediately upon arrival at school and 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 Office (see attached sample of "trip sheet").

The District is utilizing different types and sizes of buses to meet the District charter requirements. The District has eight (8) site locations in a 7 square mile area. District dispatcher will schedule as many trips, within a reasonable time, at the bid hourly rate indicated below based on the minimum hour requirement.

GEOGRAPHICAL AREA DEFINITIONS:

1. Interdistrict: Interdistrict is any trip within the Solana Beach School District boundaries. The District has eight (8) school sites within a 7-mile radius.
2. San Diego Outside of the Solana Beach School District Boundaries: This is for any trips outside of Solana Beach School District boundaries yet within San Diego County.
3. Outside San Diego County: This is for any trips that are beyond the San Diego Country boundaries.

Buses to be scheduled to arrive at schools ten (10) minutes prior to stated time of departure.

Late departures caused by the District are subject to charges by the Contractor. Contractor's maximum charge for late departure is \$ _____ 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, not number of passengers the bus will accommodate). Costs per mile or overtime rates are not acceptable.

Prices will be based on an hourly rate. If minimum hours are required, please specify below.

SECTION 2. INTERDISTRICT TRIPS

Required service time frame will be from 7:00 a.m. to 3:00 p.m.

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Wheelchair Equipped Bus Rate (if available) and Driver hourly rates:

Bus Size: _____ Rate: _____

SECTION 3. SAN DIEGO COUNTY, OUTSIDE OF DISTRICT BOUNDARIES

Required service time frame will be from 7:00 a.m. to 3:00 p.m.

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Highway Coaches (with restroom) and Driver hourly rates:

Bus Size: _____ Rate: _____

Highway Coaches (with restroom) and Driver hourly rates:

Bus Size: _____ Rate: _____

Wheelchair Equipped Bus Rate (if available) and Driver hourly rates:

Bus Size: _____ Rate: _____

SECTION 4. OUTSIDE SAN DIEGO COUNTY AREA

Buses and Driver hourly rates:

Bus Size: _____ Rate: _____

Buses and Driver hourly rates over 12 hours:

Bus Size: _____ Rate: _____

Highway Coaches (with restroom) and Driver hourly rates:

Bus Size: _____ Rate: _____

Highway Coaches (with restroom) and Driver hourly rates over 12 hours:

Bus Size: _____ Rate: _____

Wheelchair Equipped Bus Rate (if available) and Driver hourly rates:

Bus Size: _____ Rate: _____

Wheelchair Equipped Bus Rate (if available) and Driver hourly rates over 12 hours:

Bus Size: _____ Rate: _____

BID BOND*

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, and _____

_____ as Surety, are held and firmly bound unto the

_____ District, hereinafter called the District, in the penal sum of TEN PERCENT (10 %) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for:

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefor, 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 District, in accordance with the bid as accepted and give bond 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 within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District 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 District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

Principal

Surety

By _____

By

Title _____

Title (Attach Attorney-in-Fact Certificate)

(Corporate Seal)

CONTRACTOR CERTIFICATE REGARDING WORKER’S COMPENSATION*

Labor Code Section 3700.

"Every employer except the State and all political subdivision or institutions thereof, shall accrue 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 Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

Contractor

Signature

Date

(In accordance with Article 5 commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR CERTIFICATE REGARDING WORKER’S COMPENSATION

NONCOLLUSION AFFIDAVIT*

State of California)
)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing 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 the bid are true; 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. (Public Contract Code, Section 7106).

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

Signature

Date

CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE*

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property of service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person’s or organization’s policy of maintaining a drug-free workplace.
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Contractor _____
Signature:

CERTIFICATION OF COMPLIANCE-CONTACT WITH PUPILS*

_____ (Contractor) certifies that pursuant to Education Code Section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Solana Beach School District, pursuant to the contract, and that not have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code 45125.1, attached hereto is a list of the names of the employees of the undersigned who may come in contact with pupils.

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

Contractor

Signature

Date

TOBACCO-FREE SCHOOLS*
(To be executed by Bidder and submitted with bid)

BOARD POLICY NO. 3513.3: TOBACCO-FREE SCHOOLS

- A. No pupil may possess or use tobacco, or any products containing tobacco or nicotine products, including but not limited to cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel (1) while on school grounds, (2) while going to or coming from school in any vehicle provided by the District, (3) during the lunch period whether on or off the campus, and (4) during a school sponsored activity.

- B. All schools and school ground are “No Smoking Areas” and shall be posted as such. No pupil, employee or visitor shall use tobacco products at schools or on school grounds. No pupil, employee or visitor shall use tobacco products in vehicles operated by or on behalf of the District

Date Policy Adopted by the Board: June 17, 2004

Effective Date of Policy: June 17, 2004

NO-SMOKING POLICY

Effective June 17, 2004, for purposes of the No-Smoking Policy set forth in Board Policy Number 3513.3 of the Solana Beach School District, a copy of which is stated above and is incorporated herein by reference, contractors, subcontractors 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 3513.3 and remedies set forth herein.

Contractor's Signature

SOLANA BEACH SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the County of San Diego, State of California, by and between the _____ School District, hereinafter called the District, and, _____ hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 – TRANSPORTATION SERVICE. The Contractor, for and in consideration of the payments to be made to said Contractor by the District, as hereinafter set forth, hereby agrees to furnish transportation, at the rates set forth on the bid form, of school pupils and other persons designated, within or without the District, to and from schools operated by the District’s Board of Trustees (“Board”), and to and from other points directed. Such transportation is to be furnished at such times and places as shall be specified by the District, its Board, or representatives, during the period shown below. Services to include the routing and scheduling of the Districts internal transportation resources as requested. Services to include providing assistants (aids) as required. Such services shall be provided in strict accordance with the specifications included within Contractor’s bid for such work, as well as the Request for Bids, General Conditions, General Information, and Information for Bidders contained within the Bid Package, as well as this Agreement. Said documents, except for the form and content of this agreement, are hereby referred to and made a part hereof with like effect as if fully set forth herein, insofar as said specifications apply to service under this Agreement.

ARTICLE 2 - TIME OF CONTRACT. (a) The work shall be commenced on the date stated in the District's notice to proceed, which shall be issued no earlier than July 1, 2019, and as specified therein, shall be continued through June 30, 2020. This Agreement may be renewed by the District by agreement of the District and Contractor, subject to the contractual increases authorized herein, for one year renewable periods not to exceed a total of three years in duration.

ARTICLE 3 - CONTRACT PRICE. Invoices are to be provided on a per trip basis and costs broken down to reflect all charges, per bid prices. Payments shall be made in accordance with the General Conditions.

ARTICLE 4 – PROVISIONS REQUIRED BY LAW. The District is a public school district in the State of California and is subject to provisions of law relating to public contracts, and specifically transportation service contracts. It is agreed that all applicable provisions of law related to such contracts are a part of this Agreement to the same extent as though set forth herein and will consequently be complied with by Contractor.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

License No. _____

By _____

DISTRICT:

Solana Beach School District

By _____

Lisa Davis
District Assistant Superintendent
of Business Services

CONTRACTOR REFERENCES*

Bidder must include a minimum of three (3) references of like jobs that have been completed within the last year. Do not include Solana Beach School District as a reference!

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

SOLANA BEACH SCHOOL DISTRICT

GENERAL CONDITIONS

1. **LAWS AND REGULATIONS**

The Contractor shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

2. **PROVISIONS**

The Contractor shall comply with and observe all provisions of the California Vehicle Code and all other applicable laws, and all rules and regulations prescribed by the State Board of Education of California, any other State agency, and the Board of Trustees ("Board") of the Solana Beach School District ("District") relating to the transportation of pupils.

3. **PAYMENTS AND INVOICING**

Contractor shall invoice the District monthly, based on the pro-rated annual six-hour cost base incurred during the preceding month, along with any over-hour costs incurred within that time frame. Invoices shall contain sufficient detail and explanation to clarify the dates upon which over-hour charges were incurred, as well as the specific times, origins, and destinations (when applicable) associated with such services.

The District shall pay any and all undisputed portions of the received monthly invoices within thirty (30) days of receipt. The District shall notify Contractor of any disputed amounts as soon as reasonably possible. Amounts due, but unpaid and not disputed, after the thirtieth day following invoicing shall be subject to accrued interest at an annual rate equal to the then-applicable Surplus Money Investment Fund Apportionment Yield Rate as published by the California State Controller.

4. **SUB-CONTRACTS**

Contractor shall base its bid on all routes in connection with these specifications. It is unacceptable to the District for the Contractor to subcontract any portion of the regular or special education routes to other contractors.

5. **HOLD HARMLESS CLAUSE**

The District, the Board, and other school authorities, are not liable for injuries to any person or persons, or for damage to any property owned by the Contractor or owned by others arising in any manner whatsoever out of such transportation furnished by the Contractor. The Contractor agrees to indemnify, hold harmless and defend the District, its Board, and all administrators, employees, agents, or servants of either or the District, from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys'

fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss including theft, or loss of use of any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

- (b) Any bodily injury to or death of persons or damage to property caused by any act omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to loss (including theft), or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connect with Work covered by this Agreement or the Contract documents, whether said injury or damage occurs wither on or off district property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

6. COLLUSIVE BID

The Contractor certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

7. PERSONNEL

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State, and holding a school bus driver's permit or C license issued to him by the State of California in conformance with applicable California law, including, but not limited to, Vehicle Code Section 12517 *et seq.* Drivers shall follow the normal and usual instructions and requirements of the Regional Superintendent and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request.

Contractor shall not permit any employee who may come in contact with pupils, under this bid, to perform services until the Department of Justice has determined that the employee has (1) not been convicted of a serious or violent

felony, as defined by Education Code Section 45122.1; a sex offense, as defined by Education Code Section 44010, or a controlled-substance offense, as defined by Education Code Section 44011, and (2) has no criminal charges pending for those offenses set forth above.

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District shall have the right to request dismissal of any driver who in their opinion is not suitable to operate a bus.

The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, Department of Justice clearance fees, recruitment and any other related fees.

8. SAFETY PROGRAM

The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers, Shuttle or Vehicle

- 1) All driver applicants must meet acceptability requirements as indicated in Federal and State laws.
- 2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
- 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
- 4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
- 5) The Contractor shall investigate the driver's criminal record and Motor Vehicle Record with the State of California prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter.
- 6) Driver's shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.

B. A safety program for personnel will be conducted each month.

C. Students

- 1) The Contractor must assist and participate with the District in providing safety programs as needed for their students.
- 2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
- 3) Contractor must provide training to the students of the District on the proper boarding, disembarking, riding procedures and evacuation procedures at least twice per year.
- 3) The driver must continually monitor the behavior of all students to insure that safe riding procedures are being followed. If not, the District must be notified immediately.

D. The Contractor agrees the school administrators may, from time to time, ride a bus or other contracted vehicle or otherwise observe the general operation of the service.

9. INSURANCE

Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in California, (1) comprehensive general liability coverage in an amount not less than \$1,000,000 for each occurrence/claim, and for not less than \$5,000,000 aggregate; and (2) comprehensive automobile liability coverage for an amount not less than \$5,000,000 per occurrence/claim, and \$5,000,000 aggregate.

The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits and Employer's Liability coverage in an amount not less than \$1,000,000 per occurrence.

The policy of liability insurance will carry an endorsement upon the face naming the District, its Board, administrators, staff, employees, agents, and servants, individually and severally, as additional insured under the policy. The Contractor shall provide the required insurance coverage utilizing insurer(s) admitted and licensed to do business in the State of California with an A.M. Best Rating and Financial Size of no less than A(VII).

The Contractor shall present and maintain current certificates of insurance to the District giving evidence of the insurance coverage.

Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to the District and to the Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

10. REQUIRED RECORDS

The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled, all disciplinary actions, and such other reports the District may request and/or such other reports, which may be required under all applicable laws.

11. EMERGENCY CANCELLATION OF TRANSPORTATION

The Contractor will follow District procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses.

12. CONTRACTOR NOT AN AGENT

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the Districts, but rather an independent Contractor furnishing transportation services to the District.

13. SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus, shuttle or vehicle shall supervise the loading and unloading of his/her bus, shuttle or vehicle at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems.

14. STUDENT MANAGEMENT

The District shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his supervisor, who shall, no later than the following day, turn in a report to the District. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the District will assist the Contractor in receiving restitution for damaged equipment.

15. OPERATING EXPENSE

The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing, except fuel, which is specifically provided for herein.

16. FUEL & FUEL STORAGE

The Contractor shall provide fuel for the operation of the buses, shuttles or vehicles and will be responsible for compliance with all State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

17. CONTRACT CONDITIONS FOR PURPOSES OF PREPARING PROPOSAL

Duration:

This contract shall take effect on July 1, 2019 and shall continue in force and effect until June 30, 2020, a term of one (1) year. The contract may be renewed annually thereafter not to exceed a total of three (3) years.

Escalation:

It is recognized: 1) that certain operational expenses of the Contractor's, such as cost of materials, services and labor may change materially, up or down, during the bid term; 2) that such changes in cost cannot be determined in advance; 3) that without a realistic escalation clause in the bid, the parties must out of necessity agree on a rate high enough to compensate for possible yet unknown added costs to cover the entire term of the bid; 4) that if an escalation clause is included in the bid which is fair and just to both the Contractor and the District, cost projections can be more accurate and the corresponding rate will be lower than it otherwise would be.

Therefore, the compensation for the services described herein are fixed for only the 2019-2020 school year, and the compensation for each subsequent school year shall be adjusted annually, beginning on July 1, 2020, by the change in the Los Angeles-Anaheim-Riverside Consumer Price Index ("CPI") for all Items for the preceding July through June annual period. Any such increase shall be no more than 8% in any one year.

END OF DOCUMENT

SOLANA BEACH SCHOOL DISTRICT

SPECIAL CONDITIONS

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 percent (2%) penalty of full billing charge will be assessed to the vendor, 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.

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 is to be sent to the attention of the Maintenance, Operations and Facilities Director, 309 N. Rios Avenue, CA. 92075. There will be no exceptions to this procedure; non-compliance may cause delay in payment of invoice.

INSPECTION REPORTS

It is agreed that upon starting date of the contract the vendor must 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.

Vendor agrees to maintain a satisfactory rating with Motor Carrier of California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the contract. Vendor 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 vendor to first notify the California Highway Patrol and second, notify the Maintenance and Operations Department at (858) 794-7150.

It shall be the responsibility of the Maintenance and Operations Department to notify the District's Business Services Office.

Within twenty-four (24) hours after the accident, the vendor shall furnish a written report of the accident to the Facilities Department.

SPECIAL CONDITIONS

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. 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.

All buses being used under this bid are to be certified school or SPAB buses. All school buses must be manufactured after 1990.

Awarded vendor shall submit a list of all SPAB qualified drivers including name, driver's license number and length of employment. Vendor shall submit a list of all SPAB buses including year, model and capacity. These lists should be updated and sent to the District on a quarterly basis.

All SPAB buses are to report to the Solana Beach School District pick up location/site thirty (30) minutes prior to departure for SPAB verification prior to transporting students unless otherwise notified by the Transportation Dispatcher. Time for services rendered will begin when bus arrives at the Transportation yard. The inspection will 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 log book or bus certificate, the District will immediately deny students access to the bus and will furnish transportation. Vendor 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 vendor.

DISPUTES

Vendors will provide written quotes for services to the district's designee. Undercharges made in error are the responsibility of the vendor. They will absorb any undercharge.

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 Director of Maintenance, Operations, and Facilities. 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 vendor 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 Director of Maintenance, Operations and Facilities.

SOLANA BEACH SCHOOL DISTRICT

SPECIFICATIONS

Term: Agreement shall be awarded for a period of one year beginning July 1, 2019. The District reserves the right to extend the contract for one-year intervals, not to exceed a total of three 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-deficit Revenue Limit Cost of Living Allowance (COLA) as determined by the State of California for that fiscal year. The successful vendor(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 vendors 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 vendors shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. Your signed proposal 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.

**ONLY ORDERS, VERBAL OR WRITTEN, PLACED BY THE
DIRECTOR, FACILITIES, MAINTENANCE AND OPERATIONS OR HIS DESIGNEE
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 Maintenance, Operations, and Facilities 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 proposal. Attach additional pages to the proposal if necessary to add to or clarify your proposal. The District will not honor any charges not specifically listed in the proposal 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.

SPECIFICATIONS

Approved Charter Bus Contractor List. Such list is informal in that it may or may not physically exist in any form other than the Bid Summary (resume) which is sent to all vendors.

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

Premium rates that are additional to proposal prices for weekend, time of the year of special event charter will not be considered. Up-charges may be added to 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 five (5) calendar days from the date of the order on the Contractors standard confirmation form.

All prices shall be typewritten on proposal 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, prior approval must be granted by the Director of Maintenance, Operations and Facilities.

Drivers' meals shall be the responsibility of the Contractor. In the event of unknown conditions (drivers exceeding itinerary) the District will reimburse the Contractor at a rate not to exceed the following: Breakfast - \$5.00; Lunch - \$7.00; Dinner - \$15.00.

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. Cellular phone hook-up, while not required, is preferred.

The District's Director of Maintenance, Operations, and Facilities reserves the right to suspend a Contractor for a period of three months with a maximum suspension of six months for excessive equipment failure and/or breakdown.

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

Included is a copy of the rules for extra-curricular activities for school and charter bus use. The District expects carriers to implement District rules.

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's Maintenance, Operations and Facilities 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).

END OF DOCUMENT

**SOLANA BEACH SCHOOL DISTRICT
MAINTNENANCE, OPERATIONS AND FACILITIES DEPARTMENT**

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