



solana beach school district

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Solana Beach School District
Transportation for Study Trips
Addendum No. 1

Maintenance, Operations, Facilities
309 N. Rios Ave.
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05/7/2019

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Molly Widmer

This Addendum No. 1 to the subject Request for Proposals (RFP) provides answers to bidder clarification questions asked.

All provisions of and attachments to this Addendum No. 1 are hereby incorporated by reference into the subject RFP. Bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their proposals. Each bidder shall acknowledge receipt of the Addendum in the spaces provided therein.

Questions and Answers

Question 1.1: What is the anticipated contract award date?

Answer 1.1: Award of Proposals for a pre-qualified list of charter bus contractors will be on the June 20, 2019 Board Meeting.

Question 1.2: Page 7, section 20 - The agreement must be signed and submitted with the proposal. Agreements are normally signed after a contract award has been made. We ask this not be required until after a contract award is made. If it is not changed, we ask that the District removed the requirement for bid security (Section 14) which only guarantees that a bidder will sign the agreement.

Answer 1.2: This is a Request for Proposals (RFP) to create a pre-qualified list of Board approved charter bus contractors to provide the District with transportation services for study trips. This is not a bid and multiple vendors will be awarded, which the signed agreements will be attached to the Board Topic for signature after Board approval.

Question 1.3: Page 2 -The district seeks multiple vendors for this work in order to create an Approved Charter Bus Contractor List (Page 47). Page 24 states "...if the District requests ten (10) buses, the contractor shall provide them". Please Clarify, do the

successful contractors for these services have the right to deny a district trip request when a contractor does not have availability?

Answer 1.3: Yes, if the contractor doesn't have availability for a district trip, the contractor can deny the request. If the contractor does have the availability and can provide the requested buses, then the contractor shall provide them.

Question 1.4: Page 25 - A cancellation charge of \$15 or ten percent of the trip cost does not adequately cover the cost of a late cancellation. We request that the District allow each contractor to state their cancellation charges.

Answer 1.4: Yes, please provide additional pages to the proposal if necessary to add or clarify your proposal including all rates/charges/cancellation fees.

Question 1.5: Page 28 – Kindly revise the bid bond form to reflect a \$2,000 bid bond requirement.

Answer 1.5: Yes, the updated Bid Bond form will be attached to this addendum and also available on our website <https://www.sbsd.k12.ca.us/Page/9078>.

Question 1.6: Page 45 – Please confirm that if a bus arrives at the pick-up location as requested 30 minutes before departure, the billable time for the trip also starts 30 minutes before departure.

Answer 1.6: If you require your drivers to be on site 30 minutes prior to departure, please include that time on the confirmation form to accurately reflect prices for trips.

Question 1.7: Page 46 – The rate increases in the second and third years of the contract will be governed by COLA. This conflicts with page 43 which states that such increases will be governed by the CPI. Please clarify.

Answer 1.7: Cost of Living adjustments (COLA) are typically equal to the percentage increases in the Consumer Price Index (CPI) for urban wage earners and clerical workers (CPI-W) for a specific time. COLA is reliant on two components: the CPI-W and the employer-contracted COLA percentage. CPI determines the rate of inflation and is compared yearly. When consumer prices drop – or if inflation has not been high enough to substantiate a COLA increase – recipients do not receive a COLA. If there is no CPI-W increase, there is no COLA increase.

Question 1.8: Page 46 – Please confirm that a fully approved school bus and school bus driver are equivalents for SPAB buses and drivers.

Answer 1.8: No. 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.

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 \$2,000 (two thousand dollars and no cents) 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)